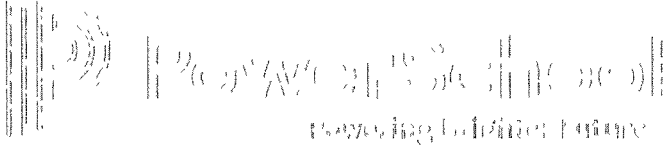


ATTACHMENT 10 ACTION ON THE AWARD OF EXCEPTION TO BID REQUESTS



6 14.7 Time to Bring Action

Section 14 7 is deleted in its entirety and replaced with the following

"To the extent allowed under applicable law, Customer may bring no action arising out of this Agreement, regardless of form, more than three (3) years after the cause of action has arisen "

7 14.15 Attorney's Fees

Section 14 15 is deleted in its entirety

POWERSCHOOL GROUP LLC

MILWAUKEE BOARD OF SCHOOL DIRECTORS

Signature: DocuSigned by
Philip Radmilovic
170B9E005E66422

Signature: _____

Printed Name: Philip Radmilovic

Printed Name: _____

Title: VP Treasurer

Title: Chief Financial Officer

Date: 9/10/2021

Date: _____

By: _____
Keith P. Posley, Ed.D.,
Superintendent of Schools

Date: _____

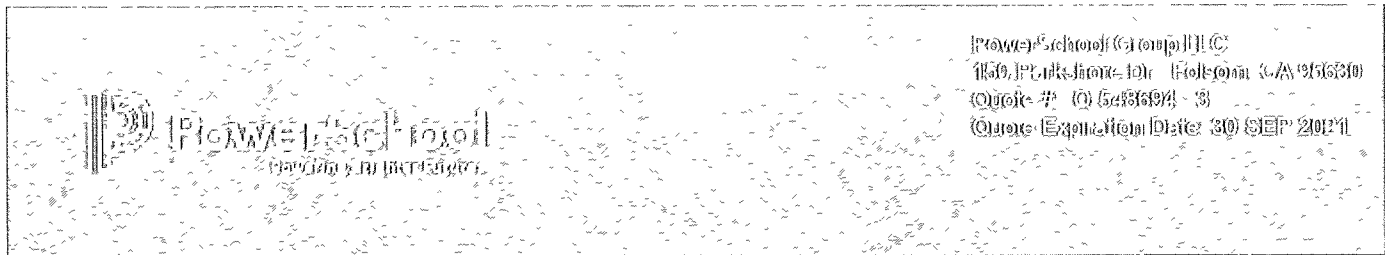
By: _____
Robert E. Peterson, President
Milwaukee Board of School Directors

Date: _____

Reviewed by Risk Management:

By: _____

Date: _____



Prepared By	Todd Hamel	Customer Contact	Chad Meyer
Customer Name	Milwaukee Board of School Directors	Title	Technology Senior Director
Enrollment	85,000	Address	PO Box 2181
Contract Term	12 Months	City	Milwaukee
Start Date	20-SEP-2021	State/Province	Wisconsin
End Date	19-SEP-2022	Zip Code	53201
		Phone #	(414) 475-8660

Product Description	Quantity	Unit	Extended Price
Professional Services and Setup Fees			
Unified Admin BusinessPlus Project Manager TM	240 00	Hour	USD 41,328 00
Unified Admin BusinessPlus Consultation TM	127 00	Hour	USD 21,869 40
Unified Admin BusinessPlus Consultation TM	150 00	Hour	USD 25,830 00
Unified Admin BusinessPlus Consultation TM	104 00	Hour	USD 17,908 80
Unified Admin BusinessPlus Business Process Review TM	80 00	Hours	USD 13,776 00
Unified Admin BusinessPlus Project Mgmt (Travel not incl)	12 00	Hour	USD 2,066 40
Unified Admin BusinessPlus Go Live	1 00	Servers	USD 1,680 00
Unified Admin BusinessPlus Application Deployment (New)	5 00	Servers	USD 6,720 00
Unified Admin BusinessPlus Go Live	1 00	Servers	USD 1,680 00
Unified Admin BusinessPlus Application Deployment (New)	5 00	Servers	USD 6,720 00
Professional Services and Setup Fee Totals			USD 139,578.60

Quote Total	
Total Discount:	USD 26,951.40
Initial Term	20-SEP-2021 - 19-SEP-2022
Initial Term Total	USD 139,578.60
Amount to be invoiced as incurred	USD 120,712.20

Fees charged in subsequent periods after the duration of this quote will be subject to the then current rates as set forth in the applicable quote(s) Customer understands the above Annual Ongoing Fees for the next subscription period (in the case of multi-year Agreements) do not include the annual uplift, which will be applied at the time of mid-term annual renewal On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement") Any applicable state sales tax has not been added to this quote Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order If this quote includes promotional pricing, such promotional pricing may not be

(ATTACHMENT 16) ACTION ON THE AWARD OF EXCEPTION TO BID REQUESTS

valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions as amended by the Amendment to which this Quote is attached as Exhibit A.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS

POWERSCHOOL GROUP LLC
Signature

Milwaukee Board of School Directors
Signature



Printed Name Eric Shander

Printed Name

Title Chief Financial Officer

Title

Chief Financial Officer

Date 2-SEP-2021

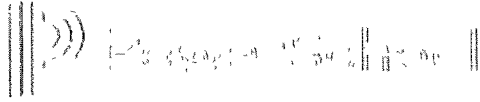
Date

By: _____
Keith P. Posley, Ed.D.,
Superintendent of Schools

Date: _____

By: _____
Robert E. Peterson, President
Milwaukee Board of School Directors

Date: _____



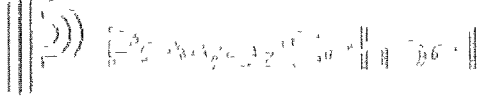
Milwaukee Board of School Directors |
BusinessPlus Upgrade

- Update/refresh production database(s) with current data as identified herein
- Update/refresh production application configuration files
- Verify SQL maintenance plans are properly configured and functioning
- Test and validate service fulfillment outcomes as prescribed by TSG protocol

Customer Responsibilities

It will be the responsibility of the Customer's designated personnel to ensure each of the following items are understood and addressed

SERVICE	
1	Provide a technical resource to work with the designated TSG representative for the duration of the service
2	Provide TSG with a preferred and alternative date for the initiation of the service using the medium prescribed by TSG, all work will be performed during the agreed-upon service window only
3	All work will be performed during normal business hours unless otherwise specified TSG business hours are Monday through Friday from 5:00 AM to 5:00 PM Pacific Time excluding PowerSchool holidays
4	Initiate remote access using the software designated by TSG to perform the service(s) listed within this proposal
INFRASTRUCTURE RESPONSIBILITIES	
1	Provide TSG with pre-configured Microsoft Windows servers that have network connectivity and are remotely accessible
2	Provide TSG with naming conventions, TCP/IP parameters, and user accounts passwords associated with all service-related infrastructure components
3	Provide TSG with media and licensing for the desired database version (if applicable)
4	Ensure the server(s) that is/are intended to house the application and/or database is/are in compliance with all aspects of the minimum system requirements for the supported version(s) being applied
5	During the service, the server(s) may require a restart It will be the Customer's responsibility to ensure no USB drives or other bootable devices are attached to the server(s)
6	Provide TSG with SSL/TLS Certificates to be used with fully qualified domain names (FQDN) for Application access including Certificate files, Intermediate Certificates, and applicable Key, failing to provide the certificates at the initiation of the service will result in the exclusion of its integration by TSG or may incur an additional fee
GENERAL NOTES	
1	The upgrade and applicable migration of the elements of the application within the scope of this service will be performed within TSG's conventional business days and hours unless weekend or off-hour services have been purchased or otherwise negotiated with TSG
2	The upgrade and applicable migration of the applicable resources within this scope of this service does not include configuring Microsoft SQL for Always On/Clustering
7	The upgrade and applicable migration of the application within this scope of this service does not include any interaction with Cognos
8	Customers are responsible to backup any existing application and/or database configurations prior to the initiation of this service



Milwaukee Board of School Directors |

BusinessPlus Upgrade

- 9 TSG will perform the deployment of the database in full, and will not assume responsibility for, nor interact with, an environment that has been partially deployed or configured by the Customer or other parties external to TSG
- 10 TSG will not deploy nor configure the application and/or database to, nor otherwise interact with, any environment consisting of one or more cloned assets
- 11 TSG is not responsible for the integrity of the data stored within the instance(s) of the application and/or database being upgraded
- 12 TSG is not responsible for any deployment that fails due to third party applications and/or interfaces being run against the database that prohibits the upgrade of the application
- 13 TSG will deploy only the version identified herein TSG is not responsible for the degree to which the code being deployed addresses known issues or introduces new issues or conflicts into the customer's environment, and no pricing concessions will be made as a result
- 14 TSG will not perform any subsequent deployment of code that might address known issues or other concerns during the same service window, nor will TSG deploy a subsequent version during the next available service window without additional funding
- 15 During the Go Live service, all elements associated with the identified instance(s) will be unavailable to the customer's user community Customers are responsible for notifying all users of any scheduled downtime
- 3 During the Go Live service, customers are responsible to update existing internal and external DNS records for access to the application by the user community as appropriate
4. The Customer shall review all documentation related to the version release being deployed, and fully understand the implications (benefits and impact on current operations) introduced as a result of the upgrade Questions concerning the upgrade's influence on the visibility to, or condition of your data; the continued access to, or use of, customizations, and/or the influence of changes to functionality to business rules or processes should be directed to the Technical Support department
- 5 The elements enumerated within the scope of this service do not include any transactions relating to the deployment or configuration of any other third-party applications that have direct access to the application and/or database Questions or issues concerning the configuration of other applications should be directed to the appropriate technical support department that is affiliated with the application in question
6. The elements enumerated within the scope of this service do not include any transactions relating to the installation, configuration, or update of any API(s) or other third-party applications that integrate with the application identified herein
- 7 The elements enumerated within the scope of this service do not include any transactions relating to modifications to customizations that may be necessary for ensuring compatibility with the version being deployed Questions or needs concerning custom page compatibility should be directed to PowerSchool's Product Tailoring department
8. Any failure to adequately prepare for or otherwise facilitate the initiation of the service prior to the scheduled service start date will result in the upgrade service being rescheduled for the next available service window and may be subject to a cancellation fee as specified by PowerSchool's Licensed Product and Services Agreement
- 9 TSG is not affiliated with the Technical Support department and is unable to address any questions relating to the use or troubleshooting of functionality within the application as a result of a BusinessPlus configuration or upgrade performed by TSG Customers with questions of this nature will be instructed to contact the Technical Support department

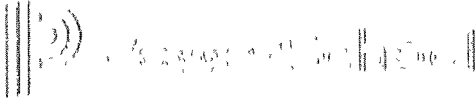


Milwaukee Board of School Directors |
BusinessPlus Upgrade

Scale of Service Summary

Version(s)
The scale of this service shall be limited to transactions involving the following version(s) <ul style="list-style-type: none"> • Upgrade of Version 7.11 to Version 20.11 to <ul style="list-style-type: none"> • New Server(s) as identified below
Instance(s)
The scale of this service shall be limited to the following instance(s) <ul style="list-style-type: none"> • Future Prod - Future Prod
Database(s) and refreshes (if applicable)
The scale of this service shall be limited to the following database(s) and refreshes (if applicable) <ul style="list-style-type: none"> • (1) BusinessPlus SQL Server Database(s) as identified below <ul style="list-style-type: none"> ○ bPlus
Server(s)
The scale of this service shall be limited to the following server(s) <ul style="list-style-type: none"> • (1) BusinessPlus SQL Database Server(s) • (1) BusinessPlus Application Server(s) • (3) BusinessPlus Web/7i Server(s)

Note Additional services, or services to additional elements of the customer's environment not specified above, will require additional funding Please contact TSG for more information or a supplemental proposal



Milwaukee Board of School Directors |
BusinessPlus Upgrade

Completion Criteria

The services within this proposal will be considered complete and delivered when the following conditions have been met

- 1 TSG has contacted the customer and established remote access to the customer's environment
- 2 TSG has deployed and configured the applicable RDBMS software within the customer's environment.
- 3 TSG has applied the applicable Version Release to the customer's environment.
- 4 TSG has applied existing application code to the new application configuration
- 5 TSG has migrated the customer's existing data to the new environment
- 6 The customer is presented with the BusinessPlus logon screen
- 7 The customer has been notified that the service has been completed

Within five (5) business days of completion of the services within this proposal, the Customer's designated contact will either accept the Deliverables or provide TSG with a written list of any objections. If no response from the Customer is received within five (5) business days, then the Deliverables will be deemed accepted, unless the Customer has previously requested an extension in writing.

If the Customer experiences issues directly related to a configuration performed by TSG, it will be the Customer's responsibility to contact TSG in writing within five (5) business days. Configuration-related requests may incur additional service costs.



Milwaukee Board of School Directors |
BusinessPlus Upgrade

Pricing Summary Jun 18th, 2021

• BusinessPlus Upgrade Service: (USD)	\$6720.00
• BusinessPlus Go Live Service: (USD)	\$1680.00
• Weekend Uplift Service: (USD)	\$1680.00
BusinessPlus Upgrade Service Total: (USD)	\$10080.00

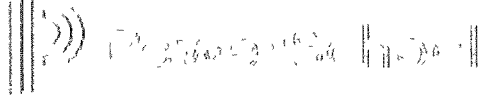
The pricing set forth above shall be valid for a period of sixty (60) days from the date of this proposal and is only applicable to those products and services described herein. If customer has not returned a signed copy of this Proposal to PowerSchool prior to the expiration of the foregoing sixty (60) day period, PowerSchool reserves the right to modify the products, services and associated pricing quoted herein, or in the alternative, cancel this Proposal in whole or in part.

All products and services set forth in this Proposal will be provided to Customer in accordance with the terms and conditions of the standard PowerSchool Licensed Product and Services Agreement

AGREED TO: Milwaukee Board of School Directors			
By:			
(Authorized Signature)			
Name:			
Title:			
Date:		Phone Number:	

To purchase this offering, please sign the last page of this proposal and submit back to the PowerSchool Group, LLC along with a purchase order via fax to (916) 288-1590 or email to tshelpdesk@powerschool.com. Thank you and we look forward to working with you and your staff.

PowerSchool Group, LLC
150 Parkshore Drive
Folsom, CA 95630



Milwaukee Board of School Directors |
BusinessPlus Upgrade

BusinessPlus Upgrade Service

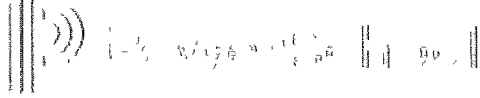
To assist you with the management of BusinessPlus, the PowerSchool **Technical Solutions Group** (“TSG”) offers the **BusinessPlus Upgrade Service** to upgrade your existing BusinessPlus environment. The BusinessPlus Upgrade Service includes deploying BusinessPlus on existing or new BusinessPlus server(s) and migrating your existing BusinessPlus configuration(s) and data to the new BusinessPlus configuration.

Professional Services

The Professional Services listed below will be delivered remotely by a TSG representative:

Deployment Prerequisites
<ul style="list-style-type: none"> Review of the desired deployment including infrastructure readiness, network topology, compliance with minimum system requirements, and service-related deliverables and schedules
Operating System and Environment Configuration
<ul style="list-style-type: none"> Deploy and configure applicable operating systems Roles and Features for the server(s) identified herein Configure optimal operating environment variables specific to the application and database for the server(s) identified herein
Database Configuration
<ul style="list-style-type: none"> Deploy and configure Microsoft .NET framework for the database server(s) identified herein Deploy and configure the customer-provided relational database management system pertinent to the function of the PowerSchool application Apply applicable database updates for security and performance Configure applicable database instance features Configure database authentication Configure optimal database memory settings Configure optimal database collation & database settings Configure optimal database and log file directory settings based on disk subsystem Create database(s) with recovery model(s) Migrate existing databases to the new database configuration Configure applicable database maintenance plans for data recovery
Application Deployment
<ul style="list-style-type: none"> Deploy the release of the application version as indicated herein Migrate existing application code to the new application configuration Apply pre-existing SSL/TLS certificates to the new application configuration (if applicable) Configure/upgrade 7i Web Servers Deploy and configure application-requisite software to the server(s) identified herein as determined by TSG Test and validate service fulfillment outcomes as prescribed by TSG protocol
Service Acceptance

(ATTACHMENT 10) ACTION ON THE AWARD OF EXCEPTION TO BID REQUESTS



Milwaukee Board of School Directors | BusinessPlus Upgrade

- Update/refresh production database(s) with current data as identified herein
- Update/refresh production application configuration files
- Verify SQL maintenance plans are properly configured and functioning
- Test and validate service fulfillment outcomes as prescribed by TSG protocol

Customer Responsibilities

It will be the responsibility of the Customer's designated personnel to ensure each of the following items are understood and addressed:

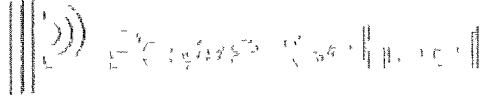
GENERAL	
1	Provide a technical resource to work with the designated TSG representative for the duration of the service
2	Provide TSG with a preferred and alternative date for the initiation of the service using the medium prescribed by TSG; all work will be performed during the agreed-upon service window only
3	All work will be performed during normal business hours unless otherwise specified TSG business hours are Monday through Friday from 5.00 AM to 5 00 PM Pacific Time excluding PowerSchool holidays
4	Initiate remote access using the software designated by TSG to perform the service(s) listed within this proposal
PRE-REQUISITE REQUIREMENTS	
1	Provide TSG with pre-configured Microsoft Windows servers that have network connectivity and are remotely accessible
2	Provide TSG with naming conventions, TCP/IP parameters, and user accounts passwords associated with all service-related infrastructure components
3	Provide TSG with media and licensing for the desired database version (if applicable)
4	Ensure the server(s) that is/are intended to house the application and/or database is/are in compliance with all aspects of the minimum system requirements for the supported version(s) being applied
5	During the service, the server(s) may require a restart It will be the Customer's responsibility to ensure no USB drives or other bootable devices are attached to the server(s)
6	Provide TSG with SSL/TLS Certificates to be used with fully qualified domain names (FQDN) for Application access including Certificate files, Intermediate Certificates, and applicable Key, failing to provide the certificates at the initiation of the service will result in the exclusion of its integration by TSG or may incur an additional fee
SCOPE OF SERVICE	
1	The upgrade and applicable migration of the elements of the application within the scope of this service will be performed within TSG's conventional business days and hours unless weekend or off-hour services have been purchased or otherwise negotiated with TSG
2	The upgrade and applicable migration of the applicable resources within this scope of this service does not include configuring Microsoft SQL for Always On/Clustering
7	The upgrade and applicable migration of the application within this scope of this service does not include any interaction with Cognos
8	Customers are responsible to backup any existing application and/or database configurations prior to the initiation of this service



Milwaukee Board of School Directors |
BusinessPlus Upgrade

- 9 TSG will perform the deployment of the database in full, and will not assume responsibility for, nor interact with, an environment that has been partially deployed or configured by the Customer or other parties external to TSG
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- 12 TSG is not responsible for any deployment that fails due to third party applications and/or interfaces being run against the database that prohibits the upgrade of the application
- 13 TSG will deploy only the version identified herein TSG is not responsible for the degree to which the code being deployed addresses known issues or introduces new issues or conflicts into the customer's environment, and no pricing concessions will be made as a result
- 14 TSG will not perform any subsequent deployment of code that might address known issues or other concerns during the same service window, nor will TSG deploy a subsequent version during the next available service window without additional funding
- 15 During the Go Live service, all elements associated with the identified instance(s) will be unavailable to the customer's user community Customers are responsible for notifying all users of any scheduled downtime
- 3 During the Go Live service, customers are responsible to update existing internal and external DNS records for access to the application by the user community as appropriate
4. The Customer shall review all documentation related to the version release being deployed, and fully understand the implications (benefits and impact on current operations) introduced as a result of the upgrade Questions concerning the upgrade's influence on the visibility to, or condition of your data, the continued access to, or use of, customizations, and/or the influence of changes to functionality to business rules or processes should be directed to the Technical Support department
- 5 The elements enumerated within the scope of this service do not include any transactions relating to the deployment or configuration of any other third-party applications that have direct access to the application and/or database Questions or issues concerning the configuration of other applications should be directed to the appropriate technical support department that is affiliated with the application in question
6. The elements enumerated within the scope of this service do not include any transactions relating to the installation, configuration, or update of any API(s) or other third-party applications that integrate with the application identified herein
- 7 The elements enumerated within the scope of this service do not include any transactions relating to modifications to customizations that may be necessary for ensuring compatibility with the version being deployed Questions or needs concerning custom page compatibility should be directed to PowerSchool's Product Tailoring department
8. Any failure to adequately prepare for or otherwise facilitate the initiation of the service prior to the scheduled service start date will result in the upgrade service being rescheduled for the next available service window and may be subject to a cancellation fee as specified by PowerSchool's Licensed Product and Services Agreement
- 9 TSG is not affiliated with the Technical Support department and is unable to address any questions relating to the use or troubleshooting of functionality within the application as a result of a BusinessPlus configuration or upgrade performed by TSG Customers with questions of this nature will be instructed to contact the Technical Support department

(ATTACHMENT 16) ACTION ON THE AWARD OF EXCEPTION TO BID REQUESTS

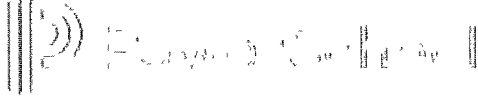


Milwaukee Board of School Directors |
BusinessPlus Upgrade

Scale of Service Summary

SERVER
The scale of this service shall be limited to transactions involving the following version(s) <ul style="list-style-type: none"> • Upgrade of Version 7.11 to Version 20.11 to <ul style="list-style-type: none"> • New Server(s) as identified below
INSTANCE
The scale of this service shall be limited to the following instance(s) <ul style="list-style-type: none"> • Test - Test
SERVERS, DATABASES, AND TESTS
The scale of this service shall be limited to the following database(s) and refreshes (if applicable) <ul style="list-style-type: none"> • (1) BusinessPlus SQL Server Database(s) as identified below <ul style="list-style-type: none"> ○ bPlus (Test)
SERVER
The scale of this service shall be limited to the following server(s) <ul style="list-style-type: none"> • (1) BusinessPlus SQL Database Server(s) • (1) BusinessPlus Application Server(s) • (3) BusinessPlus Web/71 Server(s)

Note Additional services, or services to additional elements of the customer's environment not specified above, will require additional funding Please contact TSG for more information or a supplemental proposal



Milwaukee Board of School Directors |
BusinessPlus Upgrade

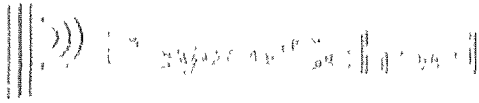
Completion Criteria

The services within this proposal will be considered complete and delivered when the following conditions have been met

1. TSG has contacted the customer and established remote access to the customer's environment
2. TSG has deployed and configured the applicable RDBMS software within the customer's environment
3. TSG has applied the applicable Version Release to the customer's environment
4. TSG has applied existing application code to the new application configuration
5. TSG has migrated the customer's existing data to the new environment
6. The customer is presented with the BusinessPlus logon screen
7. The customer has been notified that the service has been completed.

Within five (5) business days of completion of the services within this proposal, the Customer's designated contact will either accept the Deliverables or provide TSG with a written list of any objections. If no response from the Customer is received within five (5) business days, then the Deliverables will be deemed accepted, unless the Customer has previously requested an extension in writing.

If the Customer experiences issues directly related to a configuration performed by TSG, it will be the Customer's responsibility to contact TSG in writing within five (5) business days. Configuration-related requests may incur additional service costs



Milwaukee Board of School Directors |
BusinessPlus Upgrade

Pricing Summary - Jun 18th, 2021

• BusinessPlus Upgrade Service: (USD)	<u>\$6720.00</u>
BusinessPlus Upgrade Service Total: (USD)	\$6720.00

The pricing set forth above shall be valid for a period of sixty (60) days from the date of this proposal and is only applicable to those products and services described herein. If customer has not returned a signed copy of this Proposal to PowerSchool prior to the expiration of the foregoing sixty (60) day period, PowerSchool reserves the right to modify the products, services and associated pricing quoted herein, or in the alternative, cancel this Proposal in whole or in part.

All products and services set forth in this Proposal will be provided to Customer in accordance with the terms and conditions of the standard PowerSchool Licensed Product and Services Agreement.

AGREED TO: Milwaukee Board of School Directors			
By:			
(Authorized Signature)			
Name:			
Title:			
Date:		Phone Number:	

To purchase this offering, please sign the last page of this proposal and submit back to the PowerSchool Group, LLC along with a purchase order via fax to (916) 288-1590 or email to tsghelpdesk@powerschool.com. Thank you and we look forward to working with you and your staff.

PowerSchool Group, LLC
150 Parkshore Drive
Folsom, CA 95630

BusinessPlus Upgrade Statement of Work

Version 20.11

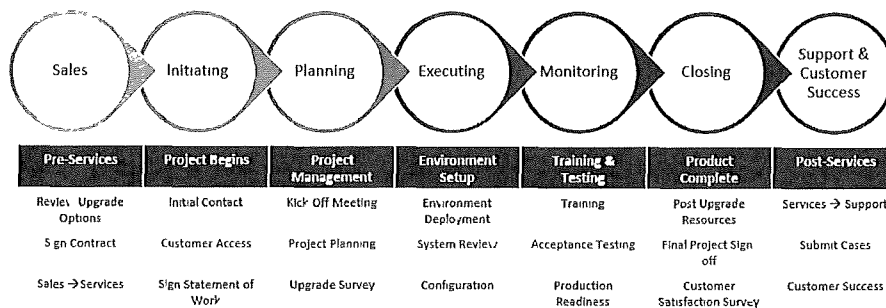
Purpose of Document

The purpose of this Statement of Work (“SOW”) between PowerSchool Group LLC (“PowerSchool”) and Customer (“You”, “Your”) is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Application Specialist(s), and Customer in each step of the PowerSchool upgrade process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for upgrade services and level of coverage.

Successful upgrade of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

We will partner with You and be Your liaison to PowerSchool during the upgrade. You will have a project team to help you, as a Customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and product specialist consulting. For a successful PowerSchool upgrade, it is important that You understand the responsibilities, carve out the time required and keep on pace with the timeline. This will involve gathering information, helping Your team come to agreement on configuration and data standardization, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.



Released April 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

General Assumptions

1. Upgrade services will be delivered remotely unless onsite services are purchased separately
2. Upgrade timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services.
3. Upgrade services are completed when delivered and the deliverable acceptance procedure is complete.
4. Customer will adhere to the active PowerSchool Cancellation Policy “Services Cancellation. Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee’s request.”
5. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the “Customer Responsibilities” included in the SOW in a complete manner within the project timeline.
6. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for the upgrade may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer’s behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
7. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
8. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
9. Upgrade Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

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Deliverables Acceptance Procedure

Deliverables Acceptance

This Statement of Work outlines PowerSchool deliverables for each phase of the upgrade project in the PowerSchool Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within ten (10) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool application specialist a written list of objections. If no response from the Customer project lead is received within ten (10) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool application specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within ten (10) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool application specialist a written list of objections. If no response is received within ten (10) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

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Project Change Control and Escalation Procedure

Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize upgrade of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – pmleadership@powerschool.com
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.

Initiating

PowerSchool Responsibilities

- Send Welcome Email with Statement of Work
- Identify PowerSchool Project Team
 - Project Manager
 - Services Specialist(s)
- Send Customer access to the following:
 - Project Plan
 - Upgrade Survey

Customer Responsibilities

- Attend initiation meeting and any subsequent meetings required
- Identify Customer Project Team
 - Project Coordinator
 - Subject Matter Experts
- Sign & Return Statement of Work

Completion Criteria

This activity will be considered complete when:

- Customer signs off Statement of Work

Deliverables

The deliverables will be considered complete when:

- Project Plan
- Upgrade Survey

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Planning

PowerSchool Responsibilities

- Schedule and conduct a kick-off meeting
- Provide introduction to the Support site
- Explain the upgrade process
- Schedule the PowerSchool upgrade and training resources based on project timeline
- Update the Project Plan to include upgrade timing and resources
- Schedule necessary Status Calls as needed

Customer Responsibilities

- Attend kick-off meeting and all subsequent meetings and training required
- Utilize the online Project Plan and trainings throughout the project to stay up to date
- Complete the PowerSchool Upgrade Survey based on information gathered from key stakeholders, including:
 - Provide supporting documents as required (i.e., pay stubs, AP checks, etc)
- Manage customer business process change throughout the project
- Plan for training and ensure users attend required training sessions
- Update the Project Plan to indicate client tasks completed

Completion Criteria

This activity will be considered complete when:

- The kick-off meeting is completed
- The Project Plan is updated based on discussed timelines
- Customer completes Upgrade Survey

Deliverables

The deliverables will be considered complete when:

- Kick-off Meeting
- Project Schedule

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Executing

PowerSchool Responsibilities

- Schedule and deploy the upgrade environment of the software
- Schedule Customization Retrofits (if applicable)
- Complete Environment & Application Smoke Tests
- Review the following system settings:
 - Dashboard Structure
 - SSO Authentication (if applicable)
 - Reporting Folder Structure
 - Regulatory Reporting
- Update necessary reference tables for the new version. Refer to the chart based on your current version for list of reference table updates.

From Version 7.11 to Version 20.11
<ul style="list-style-type: none"> ○ Dashboard Structure ○ User Security ○ SSO Authentication (if applicable) ○ Reporting Folder Structure ○ Regulatory Reporting

Customer Responsibilities

- System Configuration
 - Review and verify Configuration, complete signoff

Completion Criteria

This activity will be considered complete when:

- The system has been installed
- Customer completes System Deployment Signoff

Deliverables

The deliverables will be considered complete when.

- System Review by PowerSchool SME
- Configuration per "Executing PowerSchool Responsibilities" as stated above

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Monitoring

PowerSchool Responsibilities

- Review Customization Retrofits (if applicable)
- Provide Version Upgrade Product Overviews with Customer.
 - Dashboard Training
 - General Ledger / Core Financials Navigation
 - User Acceptance Test Plan overview
 - SSO Bulk Load Training (if applicable)
- Provide User Acceptance Testing Support
 - Provide User Acceptance Plan
 - Testing Checkpoints with PowerSchool Resource
 - Access to Upgrade Office Hours
 - Access to Upgrade Testing Support Form
- Bring Customer in Production on new version
 - Go-Live Readiness Assessment
 - Go/No Go Review
 - Refresh Production
- Provide Product Overviews with Customer Refer to the table based on your current version for overviews provided.

From Version 7.11 to Version 20.11
<ul style="list-style-type: none"> ○ Dashboard Training ○ General Ledger / Core Financials Navigation ○ Human Resources / Payroll Navigation ○ User Acceptance Test Plan overview ○ Payroll Processing ○ SSO Bulk Load Training (if applicable)

Customer Responsibilities

- Attend all Version upgrade product overviews and training
- Complete end-user testing within the software
- Order check stock for ELF forms (if necessary)
- Log and Follow Up on Support Cases as needed
- Report critical issues to your upgrade team
- Update the Project Plan to indicate client tasks completed

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Completion Criteria

This activity will be considered complete when:

- Customer has attended Product Overviews
- Customer has attended User Acceptance Testing Overview
- Customer has completed the User Acceptance Testing Checklist
- Complete Go/No-Go Review
- Production environment is Live

Deliverables

The deliverables will be considered complete when:

- PowerSchool has delivered Upgrade training
- PowerSchool has delivered and reviewed User Acceptance Testing Checklist
- PowerSchool has conducted a Go/No-Go Live Review with Customer

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Closing

PowerSchool Responsibilities

- Review and finalize any remaining project deliverables
- Introduce customer to support contact methods
- Submit Services to Support Survey
- Provide final project sign off to customer

Customer Responsibilities

- Review completed project deliverables
- Understand that support will become primary contact for customer
- Complete final project signoff
- Complete Customer Satisfaction Survey

Completion Criteria

This activity will be considered complete when.

- Customer completes final project signoff

Deliverables

The deliverables will be considered complete when.

- Customer is using BusinessPlus 20.11 or above in Production

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Authentication Services

As part of these services, PowerSchool will assist the customer to configure Single Sign On (SSO) for the PowerSchool product(s) undergoing upgrade under the scope of this statement of work. Additionally, PowerSchool will assist with the enablement of the PowerSchool AppSwitcher for any other live PowerSchool product(s) (i.e., already upgraded) where AppSwitcher is supported. This will be a one-time setup for which the PowerSchool Services team will assist with the setup and configuration of the authentication services for live product(s), and the currently upgraded product(s).

PowerSchool Responsibilities

- Update user accounts to ensure matching between systems
- Configure SSO
- Configure AppSwitcher with current and new PowerSchool products

Customer Responsibilities

- Identify and enable the Identity Provider (IDP) for setting up of SSO
- Test the setup of Authentication services and AppSwitcher

Completion Criteria

- Customer signs the final checklist that Authentication Services are complete

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Product Tailoring Retrofit Services (if applicable)

To assist you with your customizations within BusinessPlus, the PowerSchool **Product Tailoring (“PT”)** offers the **BusinessPlus Upgrade Retrofit Service** to upgrade your existing customizations into the new version.

Scope of Service

<p>The scale of this service shall be limited to the following Retrofits outlined in the following appendix.</p> <p>DOCUMENT: Product Tailoring Retrofit Services APPENDIX A</p>

PowerSchool Responsibilities

- PowerSchool will assign a Project Manager/Technical Resource to assist through the following phases:
 - Project Kick-off, Planning, and Management
 - Consult/system Analysis
 - Design of any Deliverable
 - Active Development and Configuration
 - Testing and Validation
 - Project Completion/Sign-Off
 - Participate in milestone deliveries and sign-off as needed

All services will be delivered remotely, unless specified above. During the project, PowerSchool will provide the following project management functions:

- **Kick-off Meeting:** Where applicable, the PowerSchool resource will conduct a Kick-off Meeting with the Client to establish responsibilities, milestones, and a basic Project Timeline. All effort shall be scheduled, and milestones defined during the project kick off or emailed to the Client in lieu of a Kick-off Meeting.
- **Establish development tasks:** The PowerSchool resource will establish the tasks necessary for development of the deliverable for use in PowerSchool.
- **Milestone deliveries:** The PowerSchool resource will establish the tasks necessary for development of the deliverable for use in PowerSchool.
- **Project Status Reporting:** The PowerSchool resource will establish the timeline for delivery of milestones during development.

The project management activity will be considered complete when a kickoff meeting is completed, and a project timeline created.

Client Responsibilities

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- All business decisions, specific task assignments, general governance, and liability for work performed are the responsibility of Client's school personnel. PowerSchool is not authorized to take responsibility for business decisions, or to assign work to individuals except via the Client's project manager or their designees.
- The Client will create, oversee, and enforce a change control methodology including all test plans, cases, and scripts to ensure that proposed data, technical, and functional changes are evaluated in a test or support environment before they are deployed to a Production environment so as not to adversely affect any deliverables. All liability for changes made to the Production PowerSchool environment(s) approved by the Client in the test and development phase are assumed by the Client.
- The Client will provide access to test/development environment and/or production environment as needed or required to complete the deliverable. This includes but is not limited to access to the PowerSchool application(s), database, local server file system and other resources as needed to complete the deliverable.
- The Client understands that diagnosing or otherwise troubleshooting access issues is outside of this Statement of Work and is billable on a time/materials basis
- During the project, the Client will.
 - Identify Client project lead that will work with PowerSchool throughout the effort.
 - Attend Kick-off meeting and all subsequent meetings.
 - Provide access as needed to Client resources throughout the effort.
 - Provide timeline input and feedback throughout the effort
 - Manage Client business process change throughout the effort.
 - Test any deliverables for the agreed upon functionality and notify the PowerSchool Project Manager/Technical Resource of any concerns.
 - Participate in any milestone deliveries.

Completion Criteria

This SOW will be considered delivered and the Client will receive an email notification when the applicable condition is met:

- If consultative services are to be provided under this SOW, with no defined deliverable, then this activity will be considered complete when PowerSchool provides agreed upon consult/system analysis and provides recommended next steps. Once the quoted hours are exhausted, PowerSchool will have no further obligation to deliver services under this SOW.
- If a defined deliverable is to be provided under this SOW, then this activity will be considered complete when PowerSchool installs the final PowerSchool Deliverable, provides recommended next steps, and sends final deliverable sign off documentation.
- If a productization effort is to be provided under this SOW, then upon delivery, this product will be considered a part of core functionality and will be covered under the Client's existing Core Maintenance and Support agreement.

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Annually Recurring Maintenance and Support for Customizations

Your deliverable may come with a standard annual maintenance and support service (“M&S”) that begins on delivery of the customization and is expected to be renewed annually via a signed renewal quote. This service does not cover changes that are out of scope of this SOW nor does it include changes or enhancements to the deliverable provided. This service *protects your investment from any issues that may arise involving the original code as delivered by PowerSchool and as agreed upon in this SOW that may result from upgrades to the product.* This service will continue to cover your deliverable on the current production release of the product that the deliverable was built on. If you upgrade to a new version and your deliverable becomes inoperable due to product changes/enhancements in the latest upgrade, a new quote to rework the code and bring the deliverable current with the latest software to ensure continued compatibility with the current product version will be required. This rework will not result in added maintenance and support costs and your service shall continue as renewed.

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PowerSchool Statement of Work

Accepted and Agreed To

Customer: Milwaukee Board of School Directors

Name Martha Kreitzman

Title: Chief Financial Officer

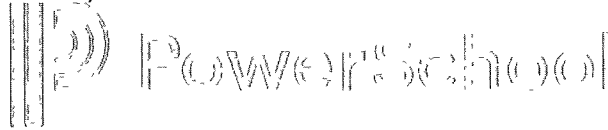
Signature: _____

Date _____

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MAIN SERVICES AGREEMENT

January 1, 2021 version

THIS MAIN SERVICES AGREEMENT GOVERNS CUSTOMER'S USE OF POWERSCHOOL PRODUCT(S) (AS DEFINED BELOW) AND IS AN AGREEMENT BETWEEN CUSTOMER AND THE APPLICABLE POWERSCHOOL CONTRACTING ENTITY SPECIFIED IN SECTION 1 BELOW. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

BY ACCEPTING THIS AGREEMENT, EITHER BY: (1) EXECUTING A QUOTE THAT REFERENCES THIS AGREEMENT; (2) BY EXECUTING A COPY OF THIS AGREEMENT DIRECTLY; OR (3) ACCESSING THE POWERSCHOOL PRODUCT(S). THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY AND REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. THE TERM "CUSTOMER," AS FURTHER DEFINED BELOW, WILL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MUST NOT USE POWERSCHOOL PRODUCT(S).

1. DEFINITIONS

1.1. "*Account Country*" is the country associated with the Customer account. If Customer has provided a valid tax registration number for Customer's account, then Customer's Account Country is the country associated with such tax registration. If Customer has not provided a valid tax registration, then Customer's Account Country is the country where the Customer billing address is located.

1.2. "*Agreement*" means this Main Services Agreement and all referenced exhibits.

1.3. "*Customer*" means the school, school district, or other entity that obtains subscription access to PowerSchool's Subscriptions Services or purchases PowerSchool Services.

1.4. "*Customer Data*" means all data, files, documents and records uploaded to a PowerSchool Subscription Service or transmitted to PowerSchool under this Agreement by or on behalf of the Customer. Customer Data is the property of Customer.

1.5. "*De-identified Data*" means data originally derived from Customer data where personally identifiable information and other similar attributes about such data have been removed so that no individual identification can be made.

1.6. "*Documentation*" means all written user information, whether in electronic, printed, or other format, delivered or made available to Customer by PowerSchool with respect to PowerSchool Product(s), now or in the future, including

instructions, manuals, training materials, and other publications that contain, describe, explain, or otherwise relate to PowerSchool Product(s).

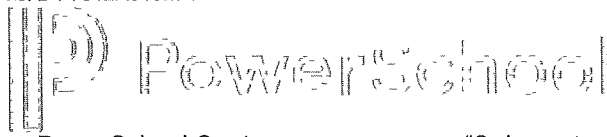
1.7. "*Embedded Applications*" means software developed by third parties that resides within the software developed by PowerSchool as part of the PowerSchool Product(s) and performs a very specific set of functions, pursuant to Exhibit E (Product Specific Terms).

1.8. "*Hosting Services*" means the hosting of the Customer's on-premises Subscription Service(s) and Embedded Applications by PowerSchool or its hosting providers from a server farm that is comprised of application, data, and remote access servers used to store and run the PowerSchool Product(s) and Embedded Applications, including associated offline components, as further detailed in Exhibit C (Hosting Services Policy).

1.9. "*Intellectual Property Rights*" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how, other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

1.10. "*Licensed Site(s)*" means the internet address of the web-based, PowerSchool Product(s) whether hosted as a SaaS solution or hosted on-premises by the Customer for their

(ATTACHMENT 16) ACTION ON THE AWARD OF EXCEPTION TO BID REQUESTS



third-party vendor listed on a PowerSchool Quote

1.11. "Party" means either the PowerSchool Contracting Entity or the Customer of the PowerSchool Product(s)

1.12. "Parties" means the PowerSchool Contracting Entity and the Customer of the PowerSchool Product(s)

1.13. "PowerSchool Contracting Entity" "PowerSchool" means the entity identified in the table below, based on your Account Country

Account Country	PowerSchool Contracting Entity	Mailing Address
Canada	PowerSchool Canada ULC	PowerSchool Canada ULC 150 Parkshore Drive,
United States	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive,
Any other country that is not Canada or the United States	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive, Folsom, CA 95630

1.15. "PowerSchool Product(s)" means any Subscription Service(s) or Services provided to Customer or described on a Quote

1.16. "Professional Services" means the services which may be further discussed and described through a Statement of Work or Quote, pursuant to Exhibit B (Professional Services Policy) of this Agreement

1.17. "Provincial Reporting Code" or "PRC" means PowerSchool Product(s) that may be available only to Canadian-based Customers to assist Customer in meeting specific provincial reporting requirements and that is designated as Provincial Reporting Code by PowerSchool

1.18. "Quote" means PowerSchool's standard order form that (i) specifies the PowerSchool Product(s) and other Services provided to Customer, (ii) references the applicable agreement, and (iii) is signed or incorporated to a signed agreement by authorized representatives of both Parties

1.19. "SaaS" means the acronym for the phrase "software as a service"

1.20. "Services" means any combination of the following a) on-premises Hosting Services, and/or b) Professional Services

1.21. "PowerSchool Product(s)" means any Subscription Service(s) or Services provided to Customer or described on a Quote

1.22. "Subscription Service(s)" means all PowerSchool SaaS software applications (including Embedded Applications), any subsequent versions of the same and all related Documentation provided to Customer pursuant to this Agreement, now or in the future, provided, however, that Subscription Services does not include any Third-Party Software and do not apply to perpetual licensed-versions of the PowerSchool software applications Subscription Service(s) are offered via subscription licenses where services are hosted either by or on behalf of PowerSchool, or in servers on the Customer's premises as identified on the applicable Quote

1.23. "Support Services" is defined in Exhibit A (Support Policy)

1.24. "State Reporting Code (or SRC)" means PowerSchool Product(s) that may be available to Customer to assist Customer in meeting specific state reporting requirements and that is designated as State Reporting Code by PowerSchool

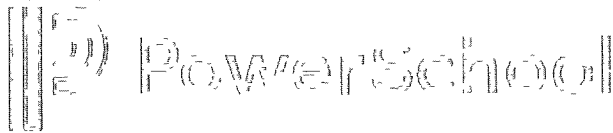
1.25. "Statement of Work" or "SOW" means any Professional Services project made between the Parties which references and incorporates the terms of this Agreement, and sets out the details of a particular project, including, without limitation, any applicable (i) methodologies, (ii) project responsibilities, or (iii) estimated or actual pricing

1.26. "Term" means the duration of the Agreement as described in section 11.1

1.27. "Third-Party Software" means software products supplied or developed for a particular purpose by someone other than the PowerSchool Contracting Entity and is not licensed by PowerSchool Third-Party Software will not include Embedded Applications as defined herein For clarity, PowerSchool licenses the Embedded Applications to Customer as part of Subscription Service(s), whereas PowerSchool is not the licensor of Third-Party Software

1.28. "Transaction Data" means system usage information of a User(s) who progresses through the applications and functions of a PowerSchool Product(s)

1.29. "User(s)" means individuals authorized by the Customer who access PowerSchool Product(s) User(s) will include authorized representatives of the Customer, teachers, students, parents and/or student guardian(s), and applicants as applicable to the respective PowerSchool Product(s)



2. POWERSCHOOL PRODUCT SUBSCRIPTION. The type of subscription applicable to Customer will be specified in the Quote

2.1 SUBSCRIPTION SERVICE(S). Subject to this Agreement and the applicable portions of the Privacy Policy located at <http://www.powerschool.com/privacy>, as such policies may be updated from time to time, PowerSchool will (a) make the Subscription Service(s) available to the Customer and for the contracted quantity at each Licensed Site(s) to and in conformance with the applicable Documentation, (b) provide applicable PowerSchool standard support for the Subscription Service(s) to Customer and User(s), and upgraded support if purchased, as described in Exhibit A (Support Policy), (c) use commercially reasonable efforts to make the Subscription Service(s) available, except for (i) planned downtime (of which PowerSchool will give advance electronic notice), and (ii) any force majeure event as described in Section 14.3.2 (Force Majeure), internet service provider failure or delay, Third-Party Software, or denial-of-service attack, and (d) provide the Services in accordance with PowerSchool's policies, existing laws, and government regulations applicable to PowerSchool's provision of its Subscription Service(s) to its customers generally (i.e., without regard for Customer's particular use of the Subscription Service(s)). All rights not expressly granted to Customer herein are expressly reserved by PowerSchool.

2.2 On-Premises Subscription. Where the Customer contracts for an on-premises deployment of a Subscription Service(s), PowerSchool, during the term stated in the Quote, grants the Customer a restricted, personal, non-exclusive, non-transferable, terminable access to use such Subscription Service(s) specified in PowerSchool's Quote, only at the Licensed Sites, not to exceed the maximum quantity identified on the applicable Quote as set forth in **Section 7 (Pricing, Enrollment Increases)** of this Agreement. As part of the Subscription Service(s), PowerSchool will provide the Support Services and Professional Services mutually agreed upon via a Statement of Work. Subscription Service(s) will only be used as expressly authorized by this Agreement. All rights not expressly granted to Customer

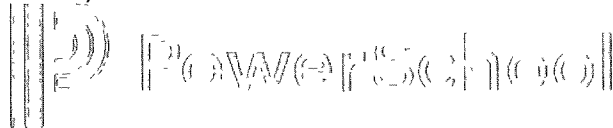
herein are expressly reserved by PowerSchool

2.3 Restrictions on Subscription Service(s). Customer will not allow PowerSchool Product(s) to be accessed by third parties without PowerSchool's prior written consent

2.3.1 Customer will use the PowerSchool Product(s) only for the internal purposes of Customer and not (a) to store or transmit malicious code, (b) interfere with or disrupt the integrity or performance of PowerSchool Product(s) or third-party data contained therein or any systems or networks, (c) violate the regulations, policies, or procedures of such networks used with the PowerSchool Product(s), or (d) attempt to gain unauthorized access to a PowerSchool Product or its related systems or networks, the PowerSchool data, or the data of any other PowerSchool Customer.

2.3.2 In no event may PowerSchool Product(s) (a) be used other than at the Licensed Sites, (b) exceed the maximum quantity for the PowerSchool Product(s) as stated in the Quote without additional payment, (c) be used to perform service bureau functions for third parties, or to process or manage data for websites other than the Licensed Sites, (d) be made available via a network or otherwise to any school, school district, or third party other than the Licensed Sites, or (e) be accessed independently from PowerSchool provided tools for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes

2.3.3 Customer will ensure its User(s) will not, and itself will not, whether through any affiliate, employee, consultant, contractor, agent, or other third party (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the PowerSchool Product(s), (b) decipher, decompile, disassemble, reverse assemble, decrypt, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the PowerSchool Product(s), in whole or in part, for any purposes or otherwise,



(c) write or develop any derivative works based upon the PowerSchool Product(s) To the extent permitted by applicable law, Customer will hold PowerSchool harmless from claims for damages resulting from Customer's misuse of the PowerSchool Product(s), including PowerSchool's Intellectual Property Rights Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the PowerSchool Product(s), and notify PowerSchool promptly of any such unauthorized access or use Customer will not transfer, assign, provide, or otherwise make PowerSchool Product(s) or Services available to any other party without the prior written consent of PowerSchool Any attempted sublicense, assignment, or transfer of any rights, duties, or obligations by Customer in violation of this Agreement will be void

client, and may identify Customer as a client, among other places, on its website, in press releases, and in sales materials and presentations Customer agrees to keep PowerSchool Product(s) confidential and to prevent unauthorized disclosure or use of PowerSchool Product(s) in Customer's possession Customer will notify PowerSchool immediately in writing of any unauthorized use or distribution of PowerSchool Product(s) of which Customer becomes aware and will take all steps necessary to ensure that such unauthorized use or distribution is terminated For any PowerSchool Product(s) for which PowerSchool makes available passwords or other user identification technology to access such Subscription Service(s), Customer will advise all User(s) of such passwords or other user identifications that such passwords or user identifications must be maintained in confidence and not transmitted or shared Customer is solely responsible for maintaining the confidentiality of each username and password used and is solely responsible for any and all activities that occur under all Customer accounts Customer agrees to notify PowerSchool immediately of any unauthorized use of Customer's accounts or any other breach of security PowerSchool will not be liable for any loss that Customer may incur as a result of someone else using Customer's passwords or accounts, either with or without the Customer's knowledge PowerSchool agrees to use commercially reasonable efforts to maintain the confidentiality of Customer confidential information that is disclosed to PowerSchool in connection with the performance of Services, and to use such Customer confidential information solely for purposes of performing Services hereunder De-identified Data and Transaction Data used by PowerSchool for internal research and improvement of PowerSchool Product(s) is not subject to this section's confidentiality obligations While PowerSchool will not rent or sell information for marketing purposes and will not share or sell Customer data with third parties for marketing purposes, Customer hereby grants PowerSchool permission to use, copy, and/or combine with any De-identified Data PowerSchool will require its employees, agents, and subcontractors performing work hereunder to enter into a written agreement with PowerSchool that imposes obligations

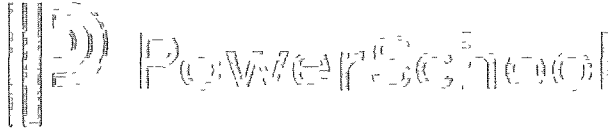
3. PROPRIETARY RIGHTS

3.1 Intellectual Property Rights.

PowerSchool alone owns all rights, titles, and interests, including all related Intellectual Property Rights, in and to the PowerSchool Product(s) and Services. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the PowerSchool Product(s) and Services, or the Intellectual Property Rights owned by PowerSchool Customer will not accrue any residual rights to the PowerSchool Product(s), including any rights to the Intellectual Property Rights in connection therewith

3.2 Trademarks. The PowerSchool name, the PowerSchool logo, other owned brands, and registered marks, product names associated with the PowerSchool Product(s) and any other marks, logos, designs, sound, trade dress, etc are trademarks of PowerSchool, and no right or license is granted by this Agreement to their use

3.3 Confidentiality. To the extent allowed under applicable law, Customer agrees that under applicable law, Customer agrees that the terms of this Agreement, including all pricing for PowerSchool Product(s) and Services, must be kept confidential and not disclosed to any third party without the prior written consent of PowerSchool Customer agrees that PowerSchool may publicly refer to Customer (both in writing and orally) as a



that are substantially similar to those imposed on PowerSchool hereunder. For purposes of this Section, "Customer Confidential Information" means any Customer Data belonging to Customer, or any other Customer information or data labeled or identified as confidential at the time of disclosure, provided, however, that this definition and the obligations of this Section will not extend to any information that (a) is or becomes publicly known through no fault or negligence of PowerSchool, (b) is or becomes lawfully available from a third party without restriction, (c) is independently developed by PowerSchool, or (d) is disclosed without restriction by Customer to any third party at any time. Customer grants to PowerSchool a non-exclusive, royalty-free license to use Customer's equipment and software solely for the purpose of enabling PowerSchool to perform its obligations under the Agreement.

3.4 Public Record Act. Notwithstanding anything herein to the contrary in section 3.3, PowerSchool acknowledges that, to the extent Customer is subject to public record acts or freedom of information acts, PowerSchool will work with Customer to provide appropriate information in response to such requests, to the extent such requested information is not PowerSchool's proprietary information or otherwise exempted from disclosure.

3.5 Customer Data Security and Privacy. PowerSchool will abide by its policy, as set forth in Exhibit D (Data Privacy and Security Policy) with respect to the security and privacy of its Customer's data within the PowerSchool Product(s).

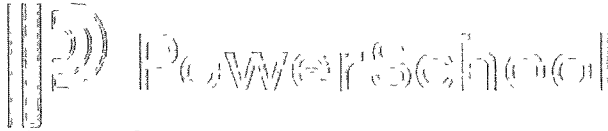
3.6 Use of Feedback. Customer grants to PowerSchool a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into PowerSchool Product(s) and Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or User(s).

4. SUPPORT AND OTHER SERVICES. As part of the Subscription Service(s), PowerSchool will provide the Support Services set forth in Exhibit A (Support Policy) and Professional Services mutually agreed upon via a Statement of Work pursuant to Exhibit B (Professional Services Policy).

5. FEES AND TAXES. Customer agrees to pay PowerSchool, in accordance with payment

terms on the PowerSchool Quote and invoice, the fees charged for the PowerSchool Product(s) and related Services and/or other items ordered by Customer, together with any other charges made in accordance with this Agreement, and all applicable sales, use, or other taxes or duties, however designated, except for taxes based on PowerSchool's net income. Customer agrees to pay for PowerSchool's pre-approved reasonable travel and lodging expenses for Professional Services performed at Customer's premises. If Customer claims tax-exempt status, Customer agrees to provide evidence of such tax exemption to PowerSchool. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Customer will be responsible for any and all taxes and assessments that arise from this Agreement and related transactions (except for taxes based upon PowerSchool's net income). Customer will pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate. All pricing set forth in any PowerSchool Quote or invoice will be in United States dollars unless otherwise specified.

6. THIRD PARTY SOFTWARE LICENSE TERMS; EMBEDDED APPLICATIONS; OPEN-SOURCE SOFTWARE. Third Party Software is licensed directly to the Customer pursuant to separate license terms between Customer and a third-party supplier. Third-Party Software is not owned or supported by PowerSchool. All support, warranties, and services related to Third-Party Software are provided by the supplier of the Third-Party Software under such third party's terms and conditions, and not by PowerSchool. For clarity, PowerSchool is the licensor for Embedded Applications to Customer as part of Subscription Services, whereas PowerSchool is not the licensor of Third-Party Software. PowerSchool will have no obligations regarding any Third-Party Software. Further, PowerSchool will not be responsible for providing support (i) for problems caused by Customer's use of or access to the PowerSchool Product(s) other than as intended, (ii) for any use in violation of this Agreement, or (iii) for any unauthorized modifications made to the PowerSchool Product(s) by Customer or any third party. In



the event the need for Support Services provided are traced to a Customer's or a third party's actions, unauthorized use, or system changes, fees and expenses for said Support Services may be billed to Customer at PowerSchool's then current rates which Customer will promptly pay. Only Section 5, 6, 9 and 12 of this Agreement apply to Third-Party Software. In addition, PowerSchool Product(s) may contain Embedded Applications. If any additional license terms are identified in **Exhibit E (Product Specific Terms)**, Customer will comply with such conditions with respect to such applications. Certain Embedded Applications may also be subject to "open source" licensing terms. In some cases, the open-source licensing terms may conflict with portions of this Agreement, and to the extent of any such conflict, the open-source licensing terms will govern, but only as to the software components subject to those terms. Notwithstanding the foregoing, Customer acknowledges that if any open-source software component is licensed under terms that permit Customer to modify such component, and if Customer does modify such component, then PowerSchool will not be responsible for any incompatibility due to such modifications.

7. PRICING; ENROLLMENT INCREASES.

Pricing for access to PowerSchool Product(s) is based on the quantity identified in the applicable Quote. If Customer accesses PowerSchool Product(s) with more than the quantity identified in the applicable Quote, then PowerSchool may submit an amended invoice for the amount of such excess usage, and Customer will pay the fees applicable to the variance in accordance with the terms of the applicable invoice. Any such increase in quantity will be maintained through the end of the then-current term. Such additional fees will be computed by multiplying the then-current per individual license and support fees for PowerSchool Product(s) by Customer's additional User count. Customer's subsequent Support Services invoices will be based on the increased Users as well.

8. COMPATIBLE PLATFORMS/HARDWARE.

Where applicable, Customer will be responsible for obtaining and maintaining all telephone, computer hardware, and other equipment needed for access to and use of the

PowerSchool Product(s) and all charges related thereto. Customer is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software and other items required to use and access PowerSchool Product(s). PowerSchool will not be responsible for any incompatibility between PowerSchool Product(s) and any versions of operating systems, hardware, browsers, or other products not specifically approved in writing by PowerSchool for Customer's use with PowerSchool Product(s). PowerSchool will make written requirements available to Customer at Customer's request.

9. LIMITED WARRANTY. PowerSchool warrants that the media on which Subscription Service(s) is recorded will be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase. Customer's exclusive remedy under this Section will be replacement of the defective media. PowerSchool warrants that for Subscription Service(s) during an applicable subscription term (a) this Agreement, the Quote, and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer's data, (b) PowerSchool will not materially decrease the overall security of Subscription Service(s), and (c) PowerSchool will not materially decrease the overall functionality of the Subscription Service(s). For any claimed breach of a warranty above, the Customer and PowerSchool agree to first negotiate a resolution in good faith, and, if necessary, refer the matter to senior representatives of each Party for timely resolution.

10. DISCLAIMER OF OTHER WARRANTIES. POWERSCHOOL PRODUCT(S) ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (EXCEPT AS PROVIDED IN SECTION 9), AND POWERSCHOOL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PowerSchool

PARTICULAR PURPOSE, POTENTIAL IMPLEMENTATION DELAYS, AND NON-INFRINGEMENT. POWERSCHOOL DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE POWERSCHOOL PRODUCT(S) WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE POWERSCHOOL PRODUCT(S) OR HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE POWERSCHOOL PRODUCT(S) WILL BE CORRECTED. FURTHERMORE, POWERSCHOOL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE POWERSCHOOL PRODUCT(S) IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY, OR OTHERWISE. CUSTOMER AGREES THAT THE USE OF POWERSCHOOL PRODUCT(S) IS AT CUSTOMER'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY POWERSCHOOL OR A POWERSCHOOL REPRESENTATIVE WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. THE ABOVE EXCLUSIONS APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

PowerSchool to protect the security of Customer data and the PowerSchool systems

11.4 Termination for Breach. Either party will have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period, provided that PowerSchool will have the right to terminate this Agreement immediately upon written notice in the event that Customer breaches any of its obligations under Section 2 (PowerSchool Product Subscription) or Section 3 (Proprietary Rights) Customer further acknowledges that, as breach of the provisions of Section 3 could result in irreparable injury to PowerSchool, PowerSchool will have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages

11.5 No Termination for Convenience. Customer is not entitled to terminate this Agreement for any reason other than for the specific reasons set out in this Agreement or as expressly mandated by law No termination for convenience will be permitted

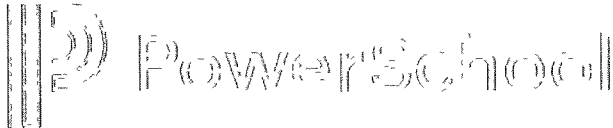
11.6 Termination for Non-Appropriation. The Parties acknowledge and agree that if Customer is a governmental entity that is bound to statutory provisions that prevent it from committing to the payment of funds beyond its fiscal year, and if funds are not allocated for the PowerSchool Product(s) and Services captured in an applicable Quote that are the subject of this Agreement following the commencement of any succeeding fiscal year during which the Quote may continue, then Customer may terminate the applicable Quote without liability for any termination charges, fees, or penalties at the end of its last fiscal period for which funds were appropriated Customer will be obligated to pay all charges incurred through the end of the last fiscal period for which funds were appropriated Customer will give PowerSchool written notice that funds have not been appropriated (a) immediately after Customer receives notice of such non-appropriation, and (b) at

11. TERM AND TERMINATION

11.1 Term. This Agreement commences on the date the Customer first executes this Agreement or a Quote incorporating the same, and continues until the later of five (5) years from the Effective Date, or the end date for any and all PowerSchool Product(s) or Services governed by this Agreement

11.2 Subscription Term. The subscription term of each license for Subscription Service(s) will be as specified in the applicable Quote, which specifies a start and end date Except as otherwise specified in a Quote, renewal of promotional or one-time priced subscriptions or licenses will be at PowerSchool's discretion

11.3 Suspension. PowerSchool will have the right to suspend performance of certain obligations under this Agreement in the event where Customer is notified that an objective security threat arises so great as to warrant immediate action by



least thirty (30) days prior to the effective date of such termination. Customer will not utilize this clause as a right to terminate any Quote nor this Agreement for convenience. PowerSchool reserves the right to seek documentation evidencing such non-appropriation of funds.

11.7 Effects of Termination In the event of any termination of all or any portion of this Agreement, Customer will not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. In addition, the provisions of Sections 3, 5, 6, 9, 11, 12, 13 and 14 will survive termination of this Agreement. Immediately upon any termination of Subscription Service(s) under this Agreement, Customer will, at its own expense, either return to PowerSchool or destroy all copies of such PowerSchool Product(s), and Customer's authorized representative will forward written certification to PowerSchool that all such copies of such PowerSchool Product(s) have either been destroyed or returned to PowerSchool. In the event that Customer enters into a multi-year Quote with PowerSchool and Customer terminates the contract or any portion thereof, Customer agrees to pay PowerSchool the remaining sum due to PowerSchool through the stated term in the applicable Quote, as actual damages being impossible to calculate. This clause will not apply in the event Customer terminates this Agreement as (a) a result of PowerSchool's breach in accordance with Subsection 11.4 herein, or (b) as a result of non-appropriation of funds in accordance with Subsection 11.6 herein.

12. LIMITATION OF LIABILITY. POWERSCHOOL WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SUBSCRIPTION SERVICE(S), SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF POWERSCHOOL HAS BEEN ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THIS AGREEMENT, CUSTOMER WILL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO POWERSCHOOL HEREUNDER FOR THE APPLICABLE POWERSCHOOL PRODUCT(S) ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF POWERSCHOOL RELATING TO POWERSCHOOL PRODUCT(S) EXCEED THE TOTAL AMOUNT OF MONEY PAID BY CUSTOMER TO POWERSCHOOL DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO THE PARTICULAR SUBSCRIPTION SERVICE(S), SUPPORT SERVICES OR HOSTING SERVICES, OR PROFESSIONAL SERVICES ON WHICH THE CLAIM IS BASED.

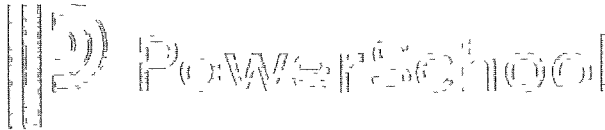
13. INDEMNIFICATION.

13.1. Indemnification by PowerSchool

Subject to Section 12 (LIMITATION OF LIABILITY), PowerSchool hereby agrees to defend, indemnify, and hold harmless the Customer from and against any and all losses, liabilities, costs, expenses and damages arising out of or relating to any claim by a third party alleging infringement of any Intellectual Property Rights as to the PowerSchool Product(s), provided that PowerSchool will have received from Customer (i) prompt written notice of such claim, (ii) the exclusive right to control and direct the investigation, defense, and settlement of such claim, and (iii) all reasonable and necessary cooperation of Customer.

If Customer's use of the PowerSchool Product(s) is enjoined, PowerSchool may (i) substitute for the PowerSchool Product(s), a substantially and functionally similar product(s) and documentation, (ii) procure for Customer the right to continue using the PowerSchool Product(s), or if (i) or (ii) are not possible after reasonable commercial efforts from PowerSchool, then PowerSchool may terminate this Agreement and credit a pro-rated return of unused

(ATTACHMENT 16) ACTION ON THE AWARD OF EXCEPTION TO BID REQUESTS



portion of the paid fee
The foregoing obligation of PowerSchool does not apply to the extent the claim arises from (i) modifications to the PowerSchool Product(s) by anyone other than PowerSchool, (ii) combinations of the PowerSchool Product(s) with products or processes not provided or authorized by PowerSchool, or (iii) any unauthorized use, access, or distribution of the PowerSchool Product(s)

13.2. Indemnification by Customer. To the extent permitted under applicable law, Customer agrees to indemnify and hold PowerSchool harmless against and from any claim, demand, expenses, or losses, including reasonable legal fees (including but not limited to attorney's fees, costs and expenses), made by any third party against PowerSchool due to or arising out of (a) Customer's access, use of and/or connection to the PowerSchool Product(s), (b) Customer's sharing of any content obtained through access or use of the PowerSchool Product(s) to any third party, (c) Customer's violation of Section 2 (PowerSchool Products Subscription), or Section 3 (Proprietary Rights), (d) information Customer sent, submitted, electronically received, accessed, printed, downloaded, or transmitted through the PowerSchool Product(s), or (e) Customer's gross negligence or willful misconduct

14. GENERAL PROVISIONS

14.1 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS DEPENDING UPON THE ACCOUNT'S COUNTRY LOCATION AS LISTED IN THE TABLE BELOW. THE VENUE LISTED IN THE TABLE WILL BE THE EXCLUSIVE COURTS OF JURISDICTION AND VENUE FOR ANY LITIGATION, SPECIAL PROCEEDING OR OTHER PROCEEDING AS BETWEEN THE PARTIES THAT MAY BE BROUGHT, OR ARISE OUT OF, IN CONNECTION WITH, OR BY REASON OF THIS AGREEMENT. EACH PARTY HEREBY CONSENTS TO THE JURISDICTION OF SUCH COURTS. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement This Agreement will not be subject to the Uniform Computer

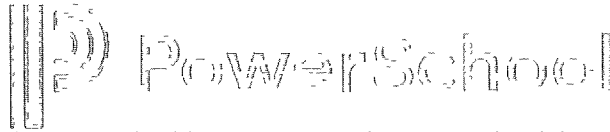
Information Transactions Act

Account Country	Venue	Governing Law
Canada	Victoria	Province of Ontario
United States	San Francisco	California
Any other country that is not Canada or the United States	San Francisco	California

14.2 Compliance Verification. During the term of the Agreement and for a period of one (1) year following its termination, PowerSchool has the right to verify Customer's full compliance with the terms and requirements of the Agreement Customer must (a) provide any assistance reasonably requested by PowerSchool or its designee in conducting any such audit, (b) make requested personnel, records, and information available to PowerSchool or its designee, and (c) in all cases, provide such assistance, personnel, records, systems access and information in an expeditious manner to facilitate the timely completion of such compliance verification If such verification process reveals any noncompliance, Customer must promptly cure any such noncompliance, provided, however, that the obligations under this section do not constitute a waiver of PowerSchool's termination rights and do not affect PowerSchool's right to payment for access to PowerSchool Product(s) and Services and interest fees related to usage in excess of the quantities purchased

14.3 Amendment. This Agreement may only be amended or modified by a writing specifically referencing the particular section(s) of this Agreement to be modified and signed by authorized representatives of the Parties

14.4 Force Majeure. Neither PowerSchool nor the Customer will be deemed in breach of this Agreement for failure in performance resulting from acts beyond its reasonable control, including but not limited to, breach by subcontractors or suppliers, failure of Customer to provide PowerSchool promptly and accurate



information and materials, as applicable, acts of God or of a public enemy, acts of terrorism, United States or foreign governmental acts or restrictions in either a sovereign or contractual capacity, labor strikes, fire, power outages, road icing or inclement conditions, flood, epidemic or pandemic as designated by the World Health Organization, earthquakes, tsunamis, drought, disease, quarantine, or other extraordinary circumstances beyond either Party's control

14.5 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision must be severed or reformed to be enforceable, and the remaining provisions hereof and thereof will remain in full force. No delay or omission by either Party in the exercise or enforcement of any of its powers or rights hereunder will constitute a waiver of such power or right. A waiver by PowerSchool of any provision of this Agreement must be in writing and signed PowerSchool and will not imply subsequent waiver of that or any other provision.

14.6 Payments. Customer agrees that its payment and other obligations under this Agreement are absolute and unconditional and not subject to any abatement, reduction, setoff, defense, counterclaim, or recoupment due or alleged to be due as a result of any past or future claim that Customer may have against PowerSchool. Specific payment terms may be captured on the PowerSchool Quote. Customer agrees that it will use its best efforts to cooperate with PowerSchool and will execute and deliver any and all documents in addition to those expressly provided for herein that may be necessary or appropriate to afford PowerSchool the opportunity to adequately provide the PowerSchool Product(s) and Services. Payment terms are defined in the applicable Quote.

14.7 Time to Bring Action. To the extent allowed under applicable law, Customer may bring no action arising out of this Agreement, regardless of form, more than one (1) year after the cause of action has arisen.

14.8 Notices. All notices under this Agreement must be in writing and delivered

by overnight delivery service or certified mail, return receipt requested, with a copy by email. Notices delivered personally are deemed given upon documented receipt or refusal by recipient to accept receipt. In the case of notices to PowerSchool, such notices must be sent to

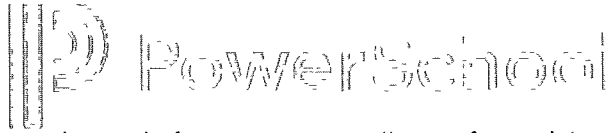
**PowerSchool Group LLC,
Attn: General Counsel
150 Parkshore Drive,
Folsom, CA 95630**

In the case of notices to Customer, such notices will be sent to PowerSchool's address of record for Customer. Either party may change its notice address by notifying the other in like manner.

14.9 Assignment. Neither PowerSchool or Customer may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other, provided, however, that PowerSchool may assign its rights and obligations under this Agreement without the consent of the Customer in the event PowerSchool hereafter effects a corporate reorganization, consolidates with, or merges into, any person or transfers all or substantially all of its properties or assets to any entity. This Agreement will inure to the benefit of and be binding upon the Parties, their respective successors, executors, administrators, heirs and permitted assignees.

14.10 Facilities. Customer acknowledges that certain Services are intended to be performed by PowerSchool off-site (e.g., through remote communication capabilities). If any portion of the work will be performed on Customer's premises, Customer agrees to provide appropriate access to utilities, workspace, and other on-site accommodations reasonably necessary to enable PowerSchool to perform such work.

14.11 Background Checks. Given the nature of the data we process, PowerSchool conducts thorough nationwide and province-wide background checks, including criminal records, terrorist watch list, sex offender database and a multi-panel drug test on all employees. PowerSchool also requires its contractors, under its separate agreement, to conduct a



background check of its employees before any assignment of services from PowerSchool to the Customer.

14.12 Export. Without in any way limiting the restrictions on transfer set forth elsewhere in this Agreement, Customer specifically agrees that Customer will not, directly or indirectly, export or transfer any export-controlled commodity, technical data or software (a) in violation of any laws, regulations, rules, or other limitations imposed by any government authority, nor (b) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals

14.13 U.S. Government Restricted Rights. PowerSchool Product(s) is a "commercial item" as that term is defined in 48 C.F.R. §2 101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in 48 C.F.R. §12 212 and 48 C.F.R. §227 7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. §12 212, 48 C.F.R. §227 7202 and 48 C.F.R. §52 227-19, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all US Government end users acquire PowerSchool Product(s) only with those rights set forth herein

14.14 Essential Basis of the Agreement. Customer acknowledges and understands that the disclaimers, exclusions, and limitations of liability set forth in this Agreement form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions, and limitations of liability in negotiating the terms and conditions herein, and that absent such disclaimers, exclusions, and limitations of liability, the terms and conditions of the Agreement would be substantially different

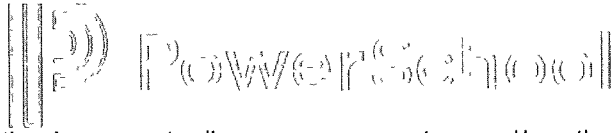
14.15 Attorney Fees. In the event any court action is commenced by one party against the other with respect to any dispute arising out of this Agreement or any Quote or Statement of Work, the prevailing party will be entitled to recover its out-of-pocket and court costs and reasonable

attorney fees relating thereto. The cost of in-house legal staff will be valued at market rates for comparable services from private practitioners

14.16 Security Customer agrees to require annual cyber security training for User(s) when reasonably applicable. Customer will also require User(s) to utilize multi-factor authentication to access computer systems with PowerSchool Product(s) when reasonably applicable. Customer must keep a record of completion certificates and PowerSchool may request to see them as part of compliance verification

14.17 Entire Agreement. This Agreement and/or exhibits referenced herein, and any addendums and amendments, constitute the complete and entire agreement between the Parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals, and negotiations with respect to same. The terms and conditions of this Agreement will prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer with respect to PowerSchool Product(s) or any Services, and PowerSchool hereby refuses any such different or additional provisions in purchase orders or other documents. By mutual agreement of the Parties, this Agreement is effective upon execution of a Quote incorporating this Agreement or by execution of the Agreement itself, supersedes all prior agreements, terms, etc. entered into by the Parties, the Parties' agents, and/or the Parties' previous affiliates on PowerSchool Product(s) or Services. This Agreement may not be modified or amended without the written agreement of both Parties that specifies the particular Section(s) being modified. The order of precedence is the executed Quote, then this Agreement, then any referenced and applicable exhibits and privacy policy, addendums, and amendments. Together they constitute the complete and entire agreement between the Parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals, and negotiations with respect to same. The

ATTACHMENT 10 ACTION ON THE AWARD OF EXCEPTION TO BID REQUESTS



terms and conditions of this Agreement will prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer with respect to PowerSchool Product(s) or any Services, and PowerSchool hereby refuses any such different or additional provisions in purchase orders or other documents. By mutual agreement of the Parties, this Agreement is effective upon execution of a Quote incorporating this Agreement or by execution of the Agreement itself, supersedes all prior agreements, terms, etc. entered into by the Parties, the Parties'

agents, and/or the Parties' previous affiliates on PowerSchool Product(s) or Services. This Agreement may not be modified or amended without the written agreement of both Parties that specifies the particular Section(s) being modified. The order of precedence is the executed Quote, then this Agreement, then any referenced and applicable exhibits and privacy policy.

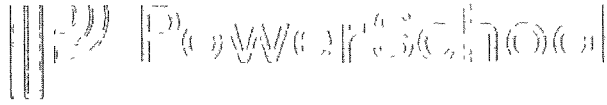


EXHIBIT A

SUPPORT POLICY

1. Definitions. Capitalized terms not defined herein have the meanings assigned to them in the Agreement between Customer and PowerSchool to which these Support and Services Policies ("Policies") are attached. In addition, for purposes of these Policies, the following definitions will apply:

1.1 "Errors" means a reproducible failure of Subscription Service(s) to operate in accordance with its standard Documentation, despite the proper installation and use of the Subscription Service(s) in a proper operating environment and on hardware and system software sufficient to meet PowerSchool's then-current minimum requirements, which are subject to change as New Versions are released. User(s) mistakes are not Errors within the meaning of these Policies. Errors may be due to problems in Subscription Service(s), the Documentation, or both.

1.2 "Fix" means a patch, service pack or corrective update of Subscription Service(s) that PowerSchool may prepare in its discretion on an interim basis, prior to issuance of a New Version, to correct programming Errors that prevent or obstruct normal operation of Subscription Service(s) in accordance with the applicable Documentation and developed by PowerSchool.

1.3 "New Products" means new products, programs or modules offered by PowerSchool and are distinguished from New Versions and Fixes. New Versions and Fixes may include New Products that provide features, functions or applications not included in the Subscription Service(s) originally licensed by Customer and for which additional license fees apply as determined by PowerSchool to access. A New Product may be usable with or in addition to the Subscription Service(s) originally licensed by Customer. New Products will be licensed to Customer in accordance with the applicable Quote under the terms of this Agreement.

1.4 "New Version" means an updated version of Subscription Service(s) issued by PowerSchool, which may include Fixes, together with such other modifications, updates, enhancements, and improvements to Subscription Service(s) that PowerSchool may, in its discretion, develop and deem ready for distribution and that PowerSchool standardly provides to all customers with a current support subscription to such Subscription Service(s).

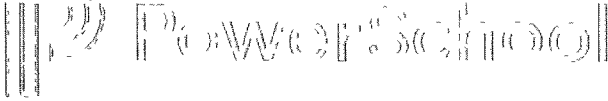
1.5 "Support Services" means those support services described in Section 3.1 below that will be provided hereunder with respect to Subscription Service(s).

1.6 "Telephone and E-mail Support" means telephone and e-mail support services, available Monday through Friday, during PowerSchool's normal business hours, exclusive of PowerSchool's holidays, regarding Subscription Service(s).

2. Support Term; Fees. Support is provided as a part your purchased Subscription Service(s) listed on the Quote. Support with your Subscription Service(s) will continue with the duration of your purchase of a Subscription Service(s). For Support Services of an on-premise subscription Support will begin upon shipment (FOB PowerSchool's place of shipment) of Subscription Service(s) (or, in the case of a when made available for download electronically, upon PowerSchool's provision of the necessary licensing information to enable Customer to download Subscription Service(s) or launch date when access to the Subscription Service(s) is provided).

3. Support Services Scope. PowerSchool, or an entity under contract with and authorized by PowerSchool to provide Support Services, will provide Support Services for Subscription Service(s). The scope of Support Services will be as follows:

3.1 Support. Support Services include (a) Telephone and E-mail Support, (b) access to an online support website, as maintained by PowerSchool for customers maintaining a current support subscription, (c) Fixes, as developed and made generally available by PowerSchool in its discretion to address Errors that Customer is experiencing in using the Subscription Service(s), and (d) New Versions, as developed and made generally available by PowerSchool. Support Services do not include New Products. PowerSchool determines, in its sole discretion, what constitutes a New Product (for which additional license fees apply), and what improvements and enhancements to existing functionality of a Subscription Service(s) are to be included in a New Version (and are therefore provided at no charge to customers with a current



support subscription)

32 Custom Programs. For any custom programs developed for Customer by PowerSchool, Support Services are available only on a time and materials basis at PowerSchool's current rates and charges for these services, support for custom programs is not included in Support Services. In addition, to the extent that the Subscription Service(s) includes any functionality that allows the user to customize screens or reports, PowerSchool will support the application infrastructure utilized to create such customizations but will not be responsible for supporting any such customizations.

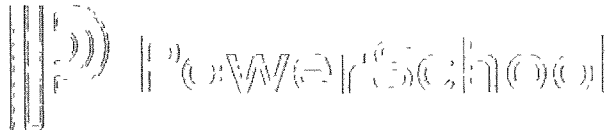


EXHIBIT B

PROFESSIONAL SERVICES POLICY

This Exhibit B sets forth the additional policy and party expectations supporting PowerSchool's provision of Professional Services to the Customer in connection with the solution provided pursuant to this Agreement

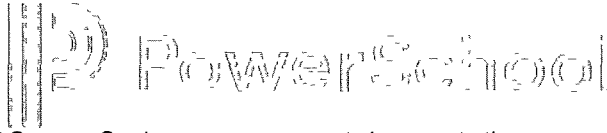
1. Performance of Professional Services.

1.1. Statements of Work. For many professional services projects, PowerSchool will capture the project details in a signed statement of work (each a "Statement of Work" or "SOW") setting forth the agreed upon scope of the professional service, estimated or actual pricing and any special payment terms and, if applicable, project schedule, and estimated delivery dates. Both Parties will execute each Statement of Work and each is incorporated into this Agreement. For professional services projects not requiring the completion of a SOW, alignment between the Parties on such services are captured in a request form, change order or in the signed Quote. If there is a conflict between the terms set forth in this Agreement and a Statement of Work, the terms set forth in the applicable Statement of Work will control.

1.2 Delivery and Cooperation. Customer acknowledges that Customer's cooperation is essential to the timely performance of PowerSchool's services. Customer will, to the extent required in connection with the performance of PowerSchool's services: (i) provide PowerSchool with any necessary Customer materials, (ii) provide PowerSchool with any required access to Customer's personnel, facilities, or data, (iii) cause the appropriate personnel to cooperate with PowerSchool as required for PowerSchool to provide PowerSchool's Professional Services, including responding promptly to questions or issues, and (iv) make all payments when due. Customer's delay or failure to do so may delay the estimated delivery schedules set forth in the Statement of Work or otherwise communicated to the Customer. If Customer fails to do any of the foregoing, both Parties will cooperate in good faith to develop a revised written delivery schedule and written Statement of Work or change order signed by both Parties with new pricing. Unless otherwise expressly agreed in a Statement of Work, all Professional Services will be deemed accepted upon delivery. Customer will have fifteen (15) days from delivery to contest acceptance. Any contestation must be in writing and must conform with this Agreement's Notice provision.

2. Fees and Expenses. In addition to providing Support Services during the Support Term, PowerSchool will perform such other Professional Services (training, installation, consulting, project management, etc.) as may be specified in a Quote, written acknowledgment of Customer's order, or as may be subsequently agreed upon by the Parties in a SOW, provided that PowerSchool may, at its option, arrange for any such services to be performed by another entity on behalf of PowerSchool. Customer agrees to pay for such services at the rates and charges specified in PowerSchool's written acknowledgment of Customer's order, or, for work subsequently requested, at the rates agreed upon by Customer and PowerSchool for such subsequent work. PowerSchool reserves the right to require a purchase order or equivalent documentation from Customer prior to performing any such Services, or to require prepayment of certain Services. Unless otherwise specified, all rates quoted are for services to be performed during PowerSchool's normal business hours, additional charges may apply for evenings, weekends or holidays. Unless otherwise agreed, the Customer will also pay PowerSchool for travel expenses (lodging, meals, transportation, and other related expenses) incurred in the performance of services. All such additional charges will be due and payable concurrently with payment for services. PowerSchool reserves the right to impose a minimum labor charge for each on-site visit. The rates and charges specified in PowerSchool's acknowledgment of Customer's order will apply to those services originally ordered, however, PowerSchool reserves the right to change service rates or other terms as a condition of entering into any subsequent service engagement. If Customer pays in advance for any services, all services must be scheduled and delivered within twelve (12) months of such payment, unless otherwise agreed in writing by PowerSchool, any portion of any prepaid services amount that has not been used by Customer toward services rendered within such twelve (12) month period will be forfeited.

3. Training. PowerSchool reserves the right to limit the number of persons permitted to attend any training class based upon PowerSchool's current understanding of the project scope and past experience in executing these types of engagements.



4 **Changes to Project Scope.** Customer may request changes to the scope of a Statement of Work. Any changes to the scope of a Statement of Work will result in a change order to such Statement of Work or a new Statement of Work. Any scope changes will be made pursuant to the terms set forth in a Statement of Work, to be mutually agreed upon by the Parties.

5 **Services Cancellation.** Customer will pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Customer cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Customer's request.

6 **Ownership of Materials.** PowerSchool is the owner of all copyrights, patent rights and other intellectual property rights in any software code, documentation, reports, or other deliverables (collectively, "Deliverables") created for or provided to Customer pursuant to any Professional Services, unless otherwise agreed to in writing. Provided that all PowerSchool fees and expenses associated with the development and provision of such Deliverables are paid timely, Customer will have a paid-up, royalty-free license to use such Deliverables for Customer's internal use only, solely for the purpose for which such Deliverables were provided. Nothing in this Agreement will prevent PowerSchool from providing any Deliverables to PowerSchool's other customers or third parties. Notwithstanding the foregoing, PowerSchool acknowledges and agrees that any confidential information of a Customer incorporated into any Deliverable remains subject to the provisions of such Section.

7 **Data Loads.** For most Subscription Service(s), successful implementation requires proper data loads in specific formats and layouts. PowerSchool will inform the Customer of the specific instructions such as data file layouts to support the data load for the implementation of a Subscription Service. If the Customer is unable to provide the data as required, PowerSchool may offer services to complete the data load at an additional charge. If such services are purchased, Customer agrees to follow PowerSchool's specific instructions and use best efforts to support the data load activity as outlined by PowerSchool any such data load or migration. PowerSchool will not directly access non-PowerSchool applications to assist the Customer in any data migration activity. Successful implementation is the shared obligation of both Parties.

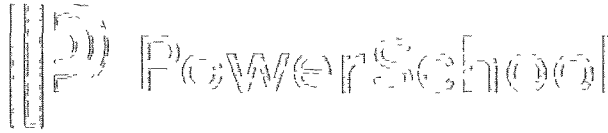


EXHIBIT C

HOSTING SERVICES POLICY

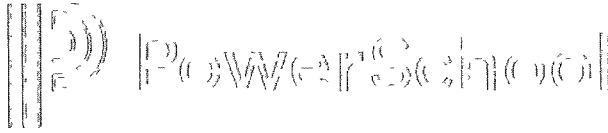
1. Term; Fees. Hosting Services on-premises are available at an additional cost. For Hosting Services purchased concurrently with Customer's access to Subscription Service(s), Customer's initial Hosting Term will begin as of the start date listed on the signed Quote and terminate one (1) year thereafter, ("Hosting Term") unless a different Hosting Term is specified in the Quote, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. Either Party may terminate the provision of Hosting Services as of the end of the then-current Hosting Term by providing written notice to the other party prior to the end of the then-current Term that such party does not wish to renew the Hosting Term. PowerSchool will provide Customer with at least sixty (60) days' notice if PowerSchool determines that it will no longer offer Hosting Services to Customer (but in any event will continue providing Hosting Services for the balance of the current term for which Customer has prepaid for such Hosting Services). If notice of non-renewal is not given by either party, then PowerSchool will invoice Customer for the applicable renewal fees for a subsequent Hosting Term. If Customer's Hosting Term is terminated due to non-payment, and then PowerSchool subsequently reinstates Customer's access to Hosting Services, such reinstated access will remain subject to the terms of these Policies and payment of applicable reinstatement fees. For the initial Hosting Term, Customer must pay the charges specified in PowerSchool's initial invoice. For renewal Terms, Customer must pay PowerSchool's then-current annual Hosting Services fees. PowerSchool may supply new or modified Support and Services Policies or other terms and conditions to Customer related to the provision of Hosting Services in a renewal term, in which event such new or modified Support and Services Policies or other terms and conditions will govern PowerSchool's provision of Hosting Services in such renewal term.

2. Availability. Customer acknowledges that the Subscription Service(s) may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of PowerSchool or are not reasonably foreseeable by PowerSchool, including, but not limited to a force majeure event as defined in the Agreement, the interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion, or other failures (collectively "Downtime"). PowerSchool will use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Subscription Service(s) caused by Downtime, whether scheduled or not. The foregoing does not apply to non-production systems, such as test, training, and archival systems, which are available on an hourly basis.

3. Acceptable Use Policy. Customer acknowledges that PowerSchool does not monitor or police the content of communications or Customer data or its users' activities transmitted through the Subscription Service(s), and that PowerSchool will not be responsible for the content of any such communications or transmissions. Customer must use the Subscription Service(s) exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and PowerSchool's policies. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening, (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity, or (c) otherwise violates any applicable law. PowerSchool may remove any violating content posted or transmitted through the Hosting Services, without notice to Customer. PowerSchool may suspend or terminate any User(s) access to the Hosting Services upon notice in the event that PowerSchool reasonably determines that such User(s) has violated the terms and conditions of this Agreement.

4. Security. In addition to complying with "Exhibit D Security and Privacy", Customer will not (a) breach or attempt to breach the security of the Hosting Services or any network, servers, data, computers or other hardware relating to or used in connection with the Hosting Services, or any third party that is hosting or interfacing with any part of the Hosting Services, or (b) use or distribute through the Hosting Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Hosting Services or the operations or assets of any other customer of PowerSchool or any third party. Customer will comply with the user authentication requirements for use of the Hosting Services. Customer is solely responsible for monitoring its authorized User(s) access to and use of the

(ATTACHMENT 16) ACTION ON THE AWARD OF EXCEPTION TO BID REQUESTS



Hosting Services PowerSchool has no obligation to verify the identity of any person who gains access to the Hosting Services by means of an access ID Any failure by any authorized User(s) to comply with the Agreement is a material breach by Customer, and PowerSchool will not be liable for any damages incurred by Customer or any third party resulting from such breach Customer must immediately take all necessary steps, including providing notice to PowerSchool, to effect the termination of an access ID for any authorized User(s) if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred POWERSCHOOL WILL NOT BE RESPONSIBLE FOR ANY COSTS OR EXPENSES RELATED TO A SECURITY INCIDENT THAT IS CAUSED BY THE ACTS OR OMISSIONS, MISCONDUCT, NEGLIGENCE, OR FRAUD BY OR OF CUSTOMER OR ANY USER(S), EMPLOYEES, AGENTS, OR CONTRACTORS

5. Data. Customer has sole responsibility for the legality, reliability, integrity, accuracy, and quality of the data it processes through and submit to the Hosting Services

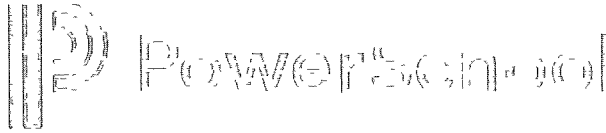
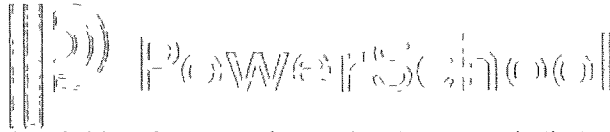


EXHIBIT D

DATA PRIVACY AND
SECURITY

1. Ownership of Materials; Confidentiality; Compliance

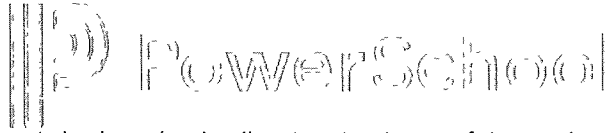
- 1.1. **PowerSchool Materials** All pre-existing proprietary data, materials and other intellectual property of PowerSchool that is provided to Customer by PowerSchool in connection with the performance of this Agreement (collectively, "**PowerSchool's Pre-existing Intellectual Property**") will remain PowerSchool's property, except where any written or other tangible materials or customizations delivered to Customer under a specific Statement of Work and Quote is licensed differently
- 1.2. **Customer Data.** PowerSchool will maintain all Customer Data in strict confidence and will not disclose any such Customer Data, or copies thereof, to any person or entity other than Customer's legal counsel or Customer's designated contact, or pursuant to the Agreement. The data shared pursuant to this Agreement, including persistent unique identifiers, will be used for no purpose other than the performance of the Services, improvement of PowerSchool Product(s), or internal research. Should PowerSchool, either during or following termination of the Agreement, desire to use any Customer Data for its own purposes not contemplated in this Agreement, it must first obtain the prior written approval of Customer. Customer Data will not include De-identified Data and Transaction Data
- 1.3. **Ownership** PowerSchool acknowledges that Customer and User(s) retain full right and ownership to and control of all of their data, which includes User-provided or User-generated content (such content not encompassing any modifications to PowerSchool's Pre-existing Intellectual Property), unless such rights are specifically granted to PowerSchool in a writing signed by Customer and the User(s) or, if the User(s) is a minor child, by the child's parent/guardian. PowerSchool agrees not to edit or use any information or content, including any Customer Data, generated or obtained from Customer or User(s), whether submitted on PowerSchool's Site or otherwise obtained, unless (1) integral to and clearly contemplated by the particular nature of the Services or otherwise permitted pursuant to this Agreement, or (2) written consent is first procured from and through the Customer
- 1.4. **Compliance** The Parties acknowledge that Customer Data may include personal information from education records that are subject to applicable privacy and data security laws of the applicable jurisdiction. Where required, Customer acknowledges it has obtained all appropriate consents from the parents or pupils related to the Customer Data sufficient to grant PowerSchool the permission to conduct data processing services on such Customer Data on behalf of the Customer. Where requested, PowerSchool will execute and append the applicable standard contractual clauses to support data transfer from data controllers to PowerSchool as a data processor
- 1.4.1 **Canada** For engagements with Customers and Users located in Canada and any of its provinces, the Parties acknowledge such Customer Data will be subject to public sector or private sector data protection laws, as applicable, including the Personal Information Protection and Electronic Documents Act, and any substantially similar provincial law. As an example, if the province of Ontario, the Education Act, RSO 1990, c E 2, Personal Health Information Protection Act, 2004, S O 2004, c 3, Sched A, Municipal Freedom of Information and Protection of Privacy Act RSO 1990, c M 56 and the Protection of Personal Information and Electronic Documents Act S C 2000, c 5
- 1.4.2 **United States** For engagements with Customers and Users located in the United States any specific states territory, the Parties acknowledge that (i) Customer Data may include



personally identifiable information from education records that are subject to the Family Educational Rights and Privacy Act, as amended ("FERPA Records"), and (ii) to the extent that Customer Data includes FERPA Records, PowerSchool will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with the requirements and obligations of School Officials under FERPA. Each Party represents and warrants to the other Party that it will comply with all provisions of FERPA applicable to such party's performance hereunder. Further, the Parties also acknowledge that applicable Customer Data may include personally identifiable information from children under the age of 13, subject to the Children's Online Privacy Protection Act and related regulations ("COPPA"). Where applicable, Customer acknowledges that it will act as agent for the parents of students under the age of 13 for purposes of COPPA. Customer represents to PowerSchool that through the duration of this Agreement, the Customer is duly authorized to provide the data to PowerSchool for processing based on having obtained parental consent where necessary. Customer further acknowledges that it has read, fully understands, and agrees to abide by PowerSchool's Privacy Policy, available at www.powerschool.com/privacy and as may be revised from time-to-time, incorporated by reference herein.

- 1.4.3 European Union For engagements with Customers and User(s) located in the member countries of the European Union and the European Economic Area, the Parties acknowledge applicable Customer Data will be subject to the General Data Protection Regulation (GDPR), as amended with enforcement from the European Data Protection Board through EU and EEA national data protection authorities, and the European Data Protection Supervisor (EDPS).
- 1.4.4. United Kingdom For engagements with Customers and User(s) located in the United Kingdom after December 31, 2020, the Parties acknowledge applicable Customer Data will be subject to the United Kingdom General Data Protection Regulation, and Data Protection Act of 2018, as amended, along with will regulations such as the Pupils' Educational Records Regulation 2003 (Scotland), the Public Information Regulations 2011 (Wales), and the Education Regulations (Northern Ireland) of 2009, as amended, and as enforced by the Information Commissioner.
- 1.4.5 Switzerland For engagements with Customers and its User(s) located in Switzerland, the Parties acknowledge applicable Customer Data will be subject to the Swiss Federal Data Protection Act, to be replaced with the Swiss Data Protection Act 2020 (DPA).

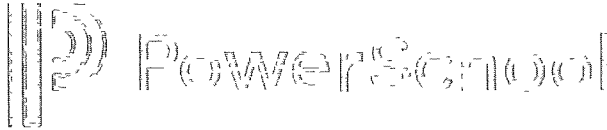
- 1.5. PowerSchool will safeguard and keep confidential personal or sensitive information obtained from the User(s), including, but not limited to, personally identifying information such as the name, email address or screen name of the User(s).
- 1.6. PowerSchool may access and use Customer Data on a need-to-know basis and only as expressly authorized by Customer for the sole and express purpose of fulfilling its obligations under this Agreement and any applicable Quote or Statement of Work. Any such access or use of Customer Data by PowerSchool shall be to the minimum extent necessary and only for PowerSchool to fulfill its obligations under this Agreement and any applicable Quote or Statement of Work. PowerSchool shall reasonably cooperate and assist Customer in connection with access requests, inquiries and complaints regarding Customer Data from the individual to whom the data relates or data protection authorities.
- 1.7. The terms herein will not be construed as prohibiting either Party hereto from disclosing information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligations and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure.



1.8. PowerSchool will not disclose (and will not instruct any of its employees or subprocessors to disclose) in any manner whatsoever any Customer Data to any third party unless (i) such disclosure is required in order for PowerSchool to perform its obligations pursuant to this Agreement and any applicable Quote or Statement of Work, (ii) such disclosure is permitted under applicable privacy laws, and (iii) the third party agrees, in writing, to protect the confidentiality and security of Customer Data. If PowerSchool becomes legally compelled to disclose any of Customer Data, PowerSchool will to the extent permitted by law provide Customer with prompt written notice thereof prior to disclosure

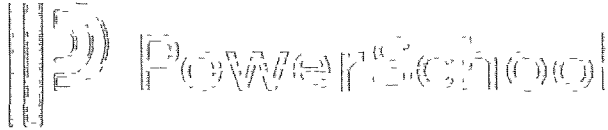
2. Return and Disposition of Data.

- 2.1. Upon written request and in accordance with the applicable terms in **Sections 2.2 or 2.3**, below, PowerSchool will dispose or delete all Customer Data within a commercially reasonable time-period when it is no longer needed for the purpose for which it was obtained. Customer must inform PowerSchool when Customer Data is no longer needed. Disposition will include (1) the shredding of any hard copies of any Customer Data, (2) erasing, or (3) otherwise modifying the personal information in those records to make the information unreadable or indecipherable by human or digital means. Nothing in this Agreement authorizes PowerSchool to maintain Customer Data beyond the time period reasonably needed to complete the disposition. Upon request by Customer, PowerSchool will provide written notification to Customer when all Customer Data have been disposed. Upon receipt of a request from Customer, PowerSchool will provide Customer return of Customer Data, within ten (10) calendar days of receipt of said request, as commercially reasonable. Customer acknowledges there may be a reasonable service fee attached to such data return service where more than two (2) such service request is submitted by the Customer during the term. PowerSchool will promptly provide a copy of the Customer Data in PowerSchool's possession at termination or expiration of the Agreement and will certify in writing delivery to Customer.
- 2.2. **Partial Disposal During Term of this Agreement** Throughout the Term of this Agreement, Customer may request partial disposal of Customer Data that is no longer needed. Partial disposal of Customer Data will be subject to Customer's request to transfer such data to a separate account. To the extent Customer is unable to transfer such data by their own accord, PowerSchool agrees to assist Customer to transfer any Customer Data in question, so long as it is commercially reasonable to do so. To the extent transfer or partial disposal of Customer Data is not commercially reasonable, PowerSchool will inform the Customer of the actual costs to undertake such a transfer, and Customer may reasonably agree to pay the cost of such transfer. All transfers must comply with applicable law. PowerSchool is not liable or in breach of this Agreement when it denies a transfer it reasonably believes is not in compliance with the law. Any transfer made on Customer's written request that such transfer is compliant with the law requires Customer to fully indemnify, defend, and hold harmless PowerSchool from complying with Customer's instructions.
- 2.3. **Complete Disposal Upon Termination of this Agreement** Upon termination of this Agreement, PowerSchool will dispose of or delete all Customer Data within a commercially reasonable time period following termination, provided, however, in no event will PowerSchool dispose of Customer Confidential information pursuant to this provision unless and until PowerSchool has received affirmative written confirmation from Customer that Customer Data needs not be transferred to a separate account.
- 2.4. **Transfer to Succeeding Vendor Upon Termination** Upon termination, or upon a party's receipt of effective notice of termination, of this Agreement, PowerSchool will, if so requested by Customer, securely transfer all Customer Data directly from PowerSchool's Site to the hosting site or platform of another vendor designated by Customer, such transfer to occur on a date on or after the effective date of termination as directed by Customer in a format mutually agreed by PowerSchool. PowerSchool will have no obligation to transfer Customer Data in a form or format specified by succeeding vendor, but PowerSchool will provide Customer Data in a manner that is agreed upon



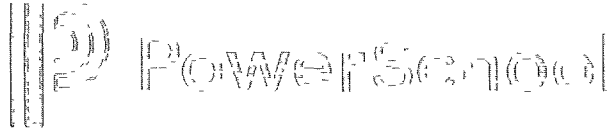
as industry standard. To the extent transfer or partial disposal of Customer Data is not commercially reasonable, PowerSchool will inform the Customer of the actual costs to undertake such a transfer, and Customer may reasonably agree to pay the cost of such transfer.

3. **Data Security** PowerSchool agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices for digital storage of sensitive personal data, to protect Customer Data from unauthorized disclosure or acquisition by an unauthorized person. The general security obligations of PowerSchool are set forth below. These security measures will include, but are not limited to:
 - 3.1. **Passwords and Employee Access** PowerSchool will secure usernames, passwords, and any other means of gaining access to the Services or to Customer Data, at a level meeting or exceeding the applicable standards. PowerSchool will only provide access to Customer Data to employees or contractors who require access pursuant to the Agreement, and only on terms consistent or exceeding the data security measures required by this Agreement between the Parties.
 - 3.2. **Security Protocols** The Parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. PowerSchool will maintain all data obtained or generated pursuant to this Agreement in a secure digital environment and will not copy, reproduce, or transmit data obtained pursuant to this Agreement, except as necessary to fulfill the purpose of data requests by Customer.
 - 3.3. **Employee Training** PowerSchool will provide periodic security training to those of its employees who operate or have access to the system. Further, PowerSchool will provide Customer with contact information of an employee whom Customer may contact if there are any security concerns or questions.
 - 3.4. **Security Technology** PowerSchool will employ industry standard measures to protect data from unauthorized access. The service security measures will include server authentication and data encryption. PowerSchool will host data pursuant to this Agreement in an environment using a firewall that is updated according to industry standards.
 - 3.5. **Security Coordinator** PowerSchool will provide the name and contact information of PowerSchool's security coordinator for the Customer Data received pursuant to this Agreement upon written request.
 - 3.6. **Sub-processors Bound** PowerSchool will enter into written agreements whereby sub-processors agree to secure and protect Customer Data in a manner consistent with the terms of this **Section 3**. PowerSchool will periodically conduct or review compliance monitoring and assessments of sub-processors to determine their compliance with this **Section 3**. For the purposes of this Agreement, the term "sub-processor" means a party other than Customer or PowerSchool, whom PowerSchool uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to Customer Data.
 - 3.7. **Periodic Risk Assessment** PowerSchool further acknowledges and agrees to conduct digital and physical periodic risk assessments at least annually and remediate any identified security and privacy vulnerabilities in a timely manner.
 - 3.8. PowerSchool will follow its established access security policies to support the physical security of the Customer Data against such risks as unauthorized access, collection, use, disclosure or disposal, loss or modification. Such security arrangements will include, without limitation, reasonable technical, physical, and administrative safeguards.



4. **Data Breach.** In the event Customer Data is accessed or obtained by an unauthorized individual or third party, PowerSchool will provide notification to Customer within a reasonable amount of time of confirmation of the incident, not exceeding seventy-two (72) hours. In the event Customer Data is confirmed to have been accessed or obtained by an unauthorized individual or third party and PowerSchool becomes aware of and objectively confirms the presence of any unauthorized or improper access to, use of and disclosure of any Customer Data, in its possession or under its care and control on behalf the Customer in violation of applicable breach notification laws (each a "**Breach**"), PowerSchool will provide notification to Customer within a reasonable amount of time of confirmation of the incident, not exceeding forty-eight (48) hours. PowerSchool agrees to comply with all reasonable requests from Customer in relation to such Breach and, in consultation with Customer and subject to any directions from Customer, take all reasonable steps to mitigate any harmful effect resulting from any such unauthorized access to, use or disclosure of Customer Data.
5. **Breach Process.** In the event of a Breach, PowerSchool will follow the following process
 - 5.1. The security breach notification will be written in plain language, will be titled "Notice of Data Breach," and will present the information described herein under the following headings "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
 - 5.2. The security breach notification described above in **Section 4.1** will include, at a minimum, the following information
 - 5.2.1 The name and contact information of Customer's Designee or his/her designee for this purpose
 - 5.2.2 A list of the types of Customer Data that were or are reasonably believed to have been the subject of a Breach
 - 5.2.3 If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification will also include the date of the notice.
 - 5.2.4 Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - 5.2.5 A general description of the Breach, if that information is possible to determine at the time the notice is provided.
 - 5.3. PowerSchool agrees to adhere to all requirements in applicable state, provincial and federal law with respect to a Breach related to Customer Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation, where commercially reasonable, of any such data breach.
 - 5.4. PowerSchool further acknowledges to have a written incident response plan that reflects best practices and is consistent with industry standards and the applicable federal (country), state, or provincial law for responding to a data breach, breach of security, privacy incident, or unauthorized acquisition or use of the Customer Data or any portion thereof, including personally identifiable information and agrees to provide Customer, upon request, with a copy of said written incident response plan.
 - 5.5. If Customer requests PowerSchool's assistance providing notice of unauthorized access, and such assistance does not take on a form unduly burdensome to PowerSchool, PowerSchool will reasonably co-operate and assist in, any investigation of a complaint that any Customer Data has been collected, used or disclosed contrary to Privacy Laws, or the policies of Customer, whether

(ATTACHMENT 16) ACTION ON THE AWARD OF EXCEPTION TO BID REQUESTS



such investigation is conducted by Customer itself or a body having the legal authority to conduct the investigation, including but not limited to co-operation and assistance in notifying the affected individual(s) of the unauthorized access, which will include the information listed in Sections 4.1 and 4.2, above

If PowerSchool receives a request for access to any Personal Information from any person (other than Customer), PowerSchool shall promptly advise the applicant to make the request to Customer and, if Customer has advised PowerSchool of the name or title and contact information of a specific official of Customer to whom such requests are to be made, PowerSchool shall also promptly provide that official's name or title and contact information to the applicant

PowerSchool shall not be entitled to, and hereby waives forever any and all rights to withhold any Customer Data from Customer to enforce any alleged payment obligation or in connection with any dispute relating to the terms of this Agreement and any Quote or Statement of Work or any other matter between Customer and PowerSchool. The Customer is not entitled to, and hereby waives forever any and all rights to withhold payment from PowerSchool for any undisputed outstanding invoices not expressly agreed to by PowerSchool in writing

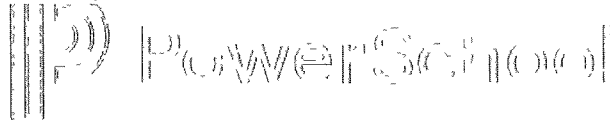


EXHIBIT E

PRODUCT SPECIFIC TERMS

This Exhibit contains terms and conditions specifically for certain products or services of PowerSchool. Such terms do not apply to all PowerSchool products in general.

1. TERMS RELATING TO EMBEDDED APPLICATIONS

1.1 Oracle. The following terms are applicable to a certain Embedded Application known as Oracle Database Enterprise Edition (the "Oracle Software")

The Oracle Software may only be used in conjunction with the Subscription Services and solely for Customer's internal business purposes

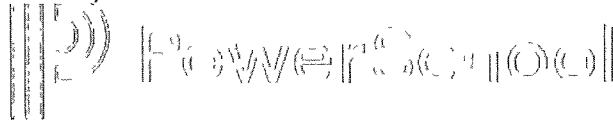
- a) Oracle USA, Inc ("Oracle") will have no liability whatsoever to Customer for any damages, whether direct, indirect, incidental, or consequential arising from Customer's use of Subscription Services or the Oracle Software
- b) Customer is prohibited from publishing the results of any benchmark tests run on the Oracle Software
- c) Customer will be prohibited from timesharing, rental, facility management, or service bureau use of the Oracle Software
- d) Customer's records may be audited, by PowerSchool or Oracle, during normal business hours to verify compliance with the terms of this Agreement
- e) Oracle will be a third-party beneficiary of this Agreement
- f) Oracle will have no performance obligation or liability to Customer in connection with this Agreement

Should the Oracle Software contain any source code provided by Oracle, such source code will be governed by the terms of this Agreement

1.2 GPL Software. Certain Embedded Applications included with the Subscription Services may be free software licensed under the terms of the GNU General Public License ("GPL"). Customer may obtain a complete machine-readable copy of the source code for such free software under the terms of the GPL, without charge except for the cost of media, shipping, and handling, upon written request to PowerSchool. The GPL software is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY, including even the implied warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. A complete copy of the GPL is included within the Subscription Services.

1.3 Illuminate. The following terms are applicable to a certain Embedded Application known as Illuminate (the "Illuminate Software") provided by Illuminate Education, Inc ("Illuminate")

- a) **LICENSE GRANT.** The LICENSEE is hereby granted a limited, non-exclusive, non-transferable right and license to access and use the Assessment Item Bank through Licensor's platform within the State in which the Licensee is organized, authorized and resides (the "Licensee Territory") to provide noncommercial access and use of any or all of the items from the Illuminate Content (referred to herein as the "Illuminate Content", "Item Bank", or individual items, materials associated with the items such as reading passages and graphics, and scoring materials from the Item Bank as "Items") to students registered within the Licensee's schools/districts for the sole purpose of performing formative assessments of those students (the "License"). The Licensee is strictly prohibited from using or promoting any Items in the Item Bank as high stakes assessments. All rights, licenses and privileges not expressly granted to the Licensee under the License will remain exclusive to Illuminate. Without limiting the generality of the foregoing, the Licensee acknowledges that Illuminate retains all rights under copyright and all other intellectual property rights in and to the Item Bank, all Items included therein, and all modifications and derivative works created therefrom. The Licensee's rights to access and use the Item Bank, the Items and all



modifications and derivative works thereof shall terminate upon the earlier of (i) termination of the agreement between the Licensee and Licensor granting this License, or (ii) termination of Licensor's right and license to distribute the Item Bank Licensee acknowledges that use of the Item Bank, the Items, and all modifications and derivative works thereof after termination of the License is strictly prohibited and would constitute infringement of Illuminate's proprietary rights

b) Throughout the term of the License Illuminate will have the right, at its sole discretion, to modify the Item Bank, and to delete, and require the deletion by the Licensee, of specific Items and/or passages from the Item Bank

c) Data Extracts Illuminate shall have the option to request data files for the Licensor containing a consistent, unique, pseudo student identifier (not student district ID), demographics, and individual responses for assessments created with the Illuminate Content With regard to this Agreement, Illuminate agrees to abide by the No Child Left Behind Act Publication 107-110 and Family Educational Rights and Privacy Act (FERPA)

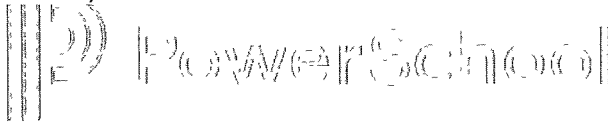
d) ILLUMINATE REPRESENTATIONS, WARRANTIES AND LIMITATIONS OF LIABILITY ILLUMINATE REPRESENTS THAT IT HASA THE RIGHT TO GRANT THIS LICENSE ILLUMINATE MAKES NO WARRANTY WHATSOEVER, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, TITLE ILLUMINATE IS NOT RESPONSIBLE FOR THE VALIDITY, FAIRNESS OR QUALITY OF ASSESSMENTS THAT ARE ULTIMATELY PREPARED BY THE LICENSEE USING THE ITEM BANK ILLUMINATE WILL HAVE NO RESPONSIBILITY WITH RESPECT TO ANY USE OF THE ITEM BANK OR ANY ITEMS (A) TO THE EXTENT THAT ANY ITEMS HAVE BEEN MODIFIED WITHOUT PRIOR WRITTEN APPROVAL BY ILLUMINATE OR (B) FOR ANY PURPOSE OTHER THAN FOR FORMATIVE STUDENT ASSESSMENTS OR (C) FOR FAILURE TO USE THE ITEMS OR ITEM BANK IN ACCORDANCE WITH THE LICENSE OR THE LICENSEE'S AGREEMENT WITH LICENSOR ILLUMINATE IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, COMPLETENESS OR ADEQUACY OF ANY STATE STANDARDS ACCESSIBLE THROUGH THE COVERED PLATFORM

e) ILLUMINATE WILL HAVE NO LIABILITY UNDER THE LICENSEE'S AGREEMENT WITH LICENSOR IN NO EVENT SHALL ILLUMINATE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES FURTHERMORE, NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL ILLUMINATE BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE FEES PAID TO ILLUMINATE BY OR ON BEHALF OF THE LICENSEE PURSUANT TO THE LICENSE OR THE LICENSEE'S AGREEMENT WITH LICENSOR DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM

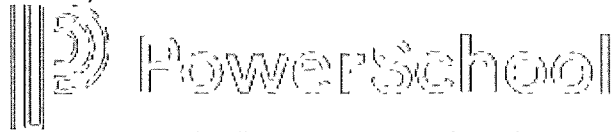
- 1.4 **Employee Records – Contracts Only License.** If Customer purchased "Unified Talent Contract Management Express," Customer's use is limited to the use of the Contracts feature of *Unified Talent Employee Records* and its associated folder for each district employee Unless Customer purchased "Unified Talent Records," PowerSchool does not grant Customer usage of the full feature set of the *Employee Records* solution PowerSchool reserves the right to audit the usage of other features and charge fees up to the list price of the full *Employee Records* solution if Customer purchased "Unified Talent Contract Management Express" but did not appropriately limit its use to the Contracts feature, as set out herein

2. STATE OR PROVINCIAL REPORTING CODE. PowerSchool makes no representation that the PowerSchool SIS, eSchoolPLUS, iNOW SIS, or Trillium SIS products include any SRC or PRC designed to meet the reporting requirements of Customer's state or province, as applicable If PowerSchool does offer SRC or PRC for Customer's state or province, Customer acknowledges that the SRC or PRC is intended as a tool to assist Customer in complying with state or provincial regulatory requirements, however,

ATTACHMENT 169 ACTION ON THE AWARD OF EXCEPTION TO BID REQUESTS



PowerSchool does not warrant or guarantee that the SRC or PRC conforms to, or that use of the SRC or



PRC will ensure Customer's compliance with, all state or provincial regulatory requirements that may apply or that the SRC or PRC will be maintained to conform to such requirements now or in the future. It is Customer's, and not PowerSchool's, responsibility to understand and comply with all such requirements.

3. HARDWARE. If Customer is purchasing any hardware through PowerSchool, Customer acknowledges that such hardware purchase is being facilitated by PowerSchool as an accommodation to Customer only. The warranties on any hardware not manufactured by PowerSchool will be limited to those provided by the manufacturers of such hardware and/or the vendors through which such hardware is being supplied. PowerSchool will pass through any manufacturer's or other vendor's warranty to the extent permitted by the manufacturer or other vendor, as applicable. Customer agrees to look solely to the applicable manufacturer or other vendor, and not to PowerSchool, to fulfill any such warranties and any maintenance, repair, support, or other service obligations related to such hardware. Unless otherwise specifically agreed to in writing by PowerSchool, PowerSchool does not provide support for any of the hardware or third-party software being purchased by Customer through PowerSchool. Any requests for such support should be directed to the applicable hardware or software manufacturer. Customer further agrees that any claims related to any such hardware, whether for breach of warranty or otherwise, must be made directly against the applicable manufacturer or other vendor, and not against PowerSchool, and that PowerSchool will have no liability whatsoever in connection with such claims.